

UNBUNDLED NETWORK ELEMENTS - South Carolina													
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B
					Rec	Nonrecurring	Disconnect	SOME C	SOME M	SOME M	SOME M	SOME M	
						First	Add'l	First	Add'l				
	All Centrex Control Features Offered, per port		UEP9D	UEPVC	3.04								3.94
	WATS												
	Unbundled Network Access Register - Combination		UEP9D	UARCX	0.00	0.00	0.00						3.94
	Unbundled Network Access Register - Inward		UEP9D	UARI1X	0.00	0.00	0.00						3.94
	Unbundled Network Access Register - Outdial		UEP9D	UARO1X	0.00	0.00	0.00						3.94
	Miscellaneous Terminations												
	2-Wire Trunk Side												
	Trunk Side Terminations, each		UEP9D	CEND6	8.86	239.14	37.56	120.05	7.54				1.97
	4-Wire Digital (1,544 Megabits)												
	DS1 Circuit Terminations, each		UEP9D	MHHD1	73.62	404.94	191.80	145.50	4.93				1.97
	DS0 Channels Activated per Channel		UEP9D	MHDO	0.00	14.51							1.97
	Interface Channel Mileage - 2-Wire												
	Interface Channel Facilities Termination		UEP9D	MIGBC	24.30	81.25	54.94	33.54	13.82				1.97
	Interface Channel Mileage, per mile or fraction of mile		UEP9D	MIGBM	0.0167								
	Feature Activations (DSO) Centrex Loops on Channelized DS1 Service												
	D4 Channel Bank Feature Activations												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP9D	1PQWS	0.56								1.97
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot		UEP9D	1PQW6	0.56								1.97
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP9D	1PQW7	0.56								1.97
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different WIC		UEP9D	1PQWV	0.56								1.97
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP9D	1PQWQ	0.56								1.97
	Feature Activation on D-4 Channel Bank Trunk Loop Slot		UEP9D	1PQWA	0.56								1.97
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex												
	NRC Conversion Currently Combined Switch-As is with allowed changes, per		UEP9D	USAC2		37.93	16.72						1.97
	New Centrex Standard Common Block		UEP9D	MIACS	0.00	668.70							1.97
	New Centrex Customized Common Block		UEP9D	MIACC	0.00	668.70							1.97
	NAR Establishment Charge, Per Occasion		UEP9D	URECA	0.00	72.89							1.97
	Note 1 - Required Port for Centrex Control in TAESS, SESS & EWSD												
	Note 2 - Requires Interface Channel Mileage												
	Note 3 - Requires Specific Customer Premises Equipment												

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B			
					Rac	Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/bcsomec/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																
NOTE: (1) Electronic Service Order: MRC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. MRC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or MRC may elect the regional electronic service ordering charge.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC bill when it submits an LSR to BellSouth.																
Electronic OSS Charge, per LSR, submitted via BSR's OSS Interactive																
Interfaces (Regional)																
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	Loop Testing - Basic 1st Half Hour		UEANL	URET1	78.92	78.92										
	Loop Testing - Basic Add'l Half Hour		UEANL	URET1	23.33	23.33										
	Engineering Information Document (EID)		UEANL	UEANL	28.80	28.80										
	Manual Order Coordination for UVL-SL1s (per loop)*		UEANL	OCOSL	36.52	36.52										
Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *																
2-WIRE UNBUNDLED COPPER LOOP																
	2W Unbundled Copper Loop - Non-Designed - Zone 1	1	UEO	UEO2X	13.19	31.99	20.02	10.65	1.41			19.99	19.99	19.99	19.99	
	2W Unbundled Copper Loop - Non-Designed - Zone 2	2	UEO	UEO2X	17.23	31.99	20.02	10.65	1.41			19.99	19.99	19.99	19.99	
	2W Unbundled Copper Loop - Non-Designed - Zone 3	3	UEO	UEO2X	22.53	31.99	20.02	10.65	1.41			19.99	19.99	19.99	19.99	
	Order Coordination 2W Unbundled Copper Loop - Non-Designed (per loop)		UEO	USBMC	36.52	36.52										
	Engineering Information Document		UEO	URET1	28.80	28.80										
	Loop Testing - Basic 1st Half Hour		UEO	URET1	78.92	78.92										
	Loop Testing - Basic Add'l Half Hour		UEO	URET1	23.33	23.33										
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 1	1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 1	1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 2	2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 2	1	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 3	3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 1 - Line Splitting - Zone 3	1	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32	
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	CLEC to CLEC Conversion Charge w/o outside dispatch (UVL-SL1)		UEANL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling -	1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling -	2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling -	3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	34.29											
	2W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	2W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	34.29											
	CLEC to CLEC Conversion Charge w/o outside dispatch		UEA	UREWO		75.06	38.34					20.35	10.54	13.32	13.32	
4-WIRE ANALOG VOICE GRADE LOOP																
	4W Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	4W Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	4W Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL	34.29											
2-WIRE ISDN DIGITAL GRADE LOOP																
	2W ISDN Digital Grade Loop - Zone 1	1	UDN	U1L2X	22.00	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	2W ISDN Digital Grade Loop - Zone 2	2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	2W ISDN Digital Grade Loop - Zone 3	3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32	
	Order Coordination for Specified Conversion Time (per LSR)		UDN	OCOSL	34.29											
	CLEC to CLEC Conversion Charge w/o outside dispatch		UDN	UREWO		121.37	33.14					20.35	10.54	13.32	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2				Exhibit: B			
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)								Svc Order Submitte d Elec Submittal per LSR	Svc Order Manual Svc Order Manually Electronic 1st	Incremental Charge - Manual Svc Order vs. Electronic 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic 1st Add'l			
					Rec	Nonrecurring		Nonrecurring												
						First	Add'l	First	Add'l											
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP	2W Universal Digital Channel (UDC) Compatible Loop - Zone 1	1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63				20.35	10.54	13.32	13.32				
	2W Universal Digital Channel (UDC) Compatible Loop - Zone 2	2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63				20.35	10.54	13.32	13.32				
	2W Universal Digital Channel (UDC) Compatible Loop - Zone 3	3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63				20.35	10.54	13.32	13.32				
	CLEC to CLEC Conversion Charge w/o outside dispatch			UREWO		121.37	33.14						20.35	10.54	13.32	13.32				
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																			
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14				20.35	10.54	13.32	13.32				
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14				20.35	10.54	13.32	13.32				
	2W Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2X	23.80	270.01	234.63	74.54	39.14				20.35	10.54	13.32	13.32				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
2-WIRE Unbundled ADSL Loop w/o manual service inquiry & facility reservation - Zone 2	2W Unbundled ADSL Loop w/o manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	CLEC to CLEC Conversion Charge w/o outside dispatch			UREWO		31.99	20.02						20.35	10.54	13.32	13.32				
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																			
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1	UHL	UHL2X	10.83	270.01	224.63	74.54	39.14				20.35	10.54	13.32	13.32				
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	14.15	270.01	224.63	74.54	39.14				20.35	10.54	13.32	13.32				
	2W Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	18.50	270.01	224.63	74.54	39.14				20.35	10.54	13.32	13.32				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation - Zone 1	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
	2W Unbundled HDSL Loop w/o manual service inquiry and facility reservation - Zone 2	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP	4W Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14				20.35	10.54	13.32	13.32				
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14				20.35	10.54	13.32	13.32				
	4W Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14				20.35	10.54	13.32	13.32				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	CLEC to CLEC Conversion Charge w/o outside dispatch			UREWO		31.99	20.02						20.35	10.54	13.32	13.32				
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
	4W Unbundled HDSL Loop w/o manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41				20.35	10.54	13.32	13.32				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	CLEC to CLEC Conversion Charge w/o outside dispatch			UREWO		31.99	20.02						20.35	10.54	13.32	13.32				
4-WIRE DS1 Digital Loop	4W DS1 Digital Loop - Zone 1	1	USL	USL1X	57.73	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95				
	4W DS1 Digital Loop - Zone 2	2	USL	USL1X	75.40	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95				
	4W DS1 Digital Loop - Zone 3	3	USL	USL1X	96.59	313.08	219.72	96.86	40.45				18.98	8.43	11.95	11.95				
	Order Coordination for Specified Conversion Time (per LSR)			OCOSL		34.29														
	CLEC to CLEC Conversion Charge w/o outside dispatch			UREWO		130.47	40.11						20.35	10.54	13.32	13.32				
4-WIRE 19.2, 56 OR 64 Kbps Digital GRADE LOOP																				
4W Unbundled Digital 19.2 Kbps	1	UDL	UDL19	31.10	207.01	141.38	90.70						20.35	10.54	13.32	13.32				

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic 1st	Incremental Charge - Manual Svc Order vs. Electronic 1st	Incremental Charge at Charge Manual Svc Order vs. Electronic 1st	Incremental Charge at Charge Manual Svc Order vs. Electronic 1st		
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l							
	4W Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18							
	4W Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18							
	4W Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18							
	4W Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18							
	4W Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18							
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL	34.29											
	4W Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18							
	4W Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18							
	4W Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18							
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL	34.29											
	CLEC to CLEC Conversion Charge w/o outside dispatch			UDL	UREWO	131.89		38.75									
	2-WIRE Unbundled COPPER LOOP																
	2W Unbundled Copper Loop/Short including manual service inquiry & fac.																
	reservation - Statewide		1	UCL	UCLPB	131.99	120.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	2W Unbundled Copper Loop/Short w/o manual svc. inquiry and facility																
	reservation - Statewide		1	UCL	UCLPW	31.99	20.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	2W Unbundled Copper Loop/Long - includes manual svc inquiry and facility																
	reservation - Statewide		1	UCL	UCL2L	131.99	120.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	2W Unbundled Copper Loop/Long - w/o manual svc. inquiry and facility																
	reservation - Statewide		1	UCL	UCL2W	31.99	20.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO	31.99	20.02										
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-ND)			UEQ	UREWO	31.99	20.02										
	4-WIRE COPPER LOOP																
	4W Copper Loop/Short - including manual service inquiry and facility																
	reservation - Statewide		1	UCL	UCL4S	131.99	120.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	4W Copper Loop/Short - w/o manual service inquiry and facility																
	reservation - Statewide		1	UCL	UCL4W	31.99	20.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	4W Unbundled Copper Loop/Long - includes manual svc inquiry and facility																
	reservation - Statewide		1	UCL	UCL4L	131.99	120.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	4W Unbundled Copper Loop/Long - w/o manual svc. inquiry and facility																
	reservation - Statewide		1	UCL	UCL4O	31.99	20.02	10.65	1.41								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC	36.52		36.52									
	CLEC to CLEC Conversion Charge w/o outside dispatch (UCL-Des)			UCL	UREWO	31.99	20.02										
	LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2W pair less than or equal to 18k ft			UCL	ULM2L	65.40		65.40									
	Unbundled Loop Modification, Removal of Load Coils - 2W greater than 18k ft			UCL	ULM2G	710.71		23.77									
	Unbundled Loop Modification, Removal of Load Coils - 4W less than or equal to 18k ft			UHL	ULM4L	65.40		65.40									
	Unbundled Loop Modification, Removal of Load Coils - 4W pair greater than 18k ft			UCL	ULM4G	710.71		23.77									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UHL, UHL, UCL, UEO, UEL, UEL, UEL	ULM4T	65.44		65.44									
	SUB-LOOPS																
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL	USBSA	517.25		517.25									
	Sub-Loop - Per Cross Box Location-Per 25 Pair Panel Set-Up			UEANL	USBSB	42.68		42.68									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSB	313.01		313.01									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSB	108.06		108.06									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSB	148.84		112.34									
	Sub-Loop Distribution Per 2W Analog VO Loop - Statewide			UEANL	USBMC	34.29		34.29									
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	34.29		34.29									
	Sub-Loop Distribution Per 4W Analog VO Loop - Zone 1			UEANL	USBNA	147.93		147.93									
	Sub-Loop Distribution Per 4W Analog VO Loop - Zone 2			UEANL	USBNA	147.93		147.93									
	Sub-Loop Distribution Per 4W Analog VO Loop - Zone 3			UEANL	USBNA	147.93		147.93									

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Inter m Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic 1st	Incremental Charge - Manual Svc Order vs. Electronic Add'l	Incremental Charge at Charge Manual vs Electronic Disc 1st	Incremental Charge at Charge Manual vs Electronic Disc Add'l	
					Rec	Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		34.29	34.29								
	Sub-Loop 2W Intra-building Network Cable (INC)	1	UEANL	USBR2	1.35	94.56	29.35	94.41	13.09			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBMC		34.29	34.29								
	Sub-Loop 4W Intra-building Network Cable (INC)	1	UEANL	USBR4	2.26	116.14	37.10	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEANL	USBR4		34.29	34.29								
	2W Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2W Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2W Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		34.29	34.29								
	4W Copper Unbundled Sub-Loop Distribution - Zone 1	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4W Copper Unbundled Sub-Loop Distribution - Zone 2	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4W Copper Unbundled Sub-Loop Distribution - Zone 3	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair		UEF	USBMC		34.29	34.29								
	Unbundled Sub-Loop Modification														
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Call/Equip Removal		UEF	ULM2X		335.35	7.82					20.34	10.54	13.32	13.32
	per 2-W PR														
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Call/Equip Removal		UEF	ULMAX		335.36	7.82					20.35	10.54	13.32	13.32
	per 4-W PR														
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unbundled		UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW) per Pair	1	UENTW	UENPP	0.45	2.48	2.48					20.35	10.54	13.32	13.32
	Unbundled Network Terminating Wire (UNTW) per Pair														
	Network Interface Device (NID) - 1-2 lines		UENTW	UNID2		89.69	54.56					20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines		UENTW	UNID6		129.65	94.51					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W		UENTW	UNID2		0.74	0.74					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W		UENTW	UNID4		0.74	0.74					20.35	10.54	13.32	13.32
	Sub-Loops														
	Sub-Loop Feeder														
	USL Feeder, DSO Set-up per Cross Box location - CLEC Distribution Facility set-up		UEA,UDN,UCL,UDL,U DC	USBRW		517.25									
	USL Feeder - DSO Set-up per Cross Box location - per 25 pair set-up		UDL,UDC	USBRX		42.68	42.68								
	USL Feeder DST Set-up at DSX location, per DST termination		USL	USBRZ		531.04	11.34								
	Unbundled Sub-Loop Feeder Loop, 2W Ground-Start, VG - Statewide	SW	UEA	USBR4	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 2W Loop-Start, VG - Statewide	SW	UEA	USBRB	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Time Conversion, per LSR		UEA	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 2W Rev Bat, VG Loop - Statewide	SW	UEA	USBRF	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG - Zone 1	1	UEA	USBRD	21.62	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG - Zone 2	2	UEA	USBRD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4W Ground-Start, VG - Zone 3	3	UEA	USBRD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG - Zone 1	1	UEA	USBRE	21.62	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG - Zone 2	2	UEA	USBRE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Unbundled Sub-Loop Feeder Loop, 4W Loop-Start, VG - Zone 3	3	UEA	USBRE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time, per LSR		UEA	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 2W ISDN Brl, Zone 1	1	UDN	USBRF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2W ISDN Brl, Zone 2	2	UDN	USBRF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2W ISDN Brl, Zone 3	3	UDN	USBRF	27.61	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Order Coordination for Specified Conversion Time, per LSR		UDN	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 2W UDC (IDSL compatible)	1	UDC	USBR5	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2W UDC (IDSL compatible)	2	UDC	USBR5	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2W UDC (IDSL compatible)	3	UDC	USBR5	27.61	142.83	67.45	104.67	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4W DSI - Zone 1	1	USL	USBR6	36.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4W DSI - Zone 2	2	USL	USBR6	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 4W DSI - Zone 3	3	USL	USBR6	67.96	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination for Specified Conversion Time, per LSR		USL	OCOSL		34.29	34.29								
	Unbundled Sub-Loop Feeder Loop, 2W Copper Loop, Zone 1	1	UCL	USBRH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99
	Unbundled Sub-Loop Feeder Loop, 2W Copper Loop, Zone 2	2	UCL	USBRH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(S)				Attachment: 2			
						Rec	Nonrecurring	Add'l	Nonrecurring	ADD'l	SOME	SOMAN	SOMAN
							First	Adt'l	First	Adt'l	Order Submit d Elec per LSR	Order Submit d Elec per LSR	Order Submit d Elec per LSR
	Unbundled Sub-Loop Feeder Loop - 2W Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	34.29							
	Sub-Loop Feeder - Per 4W Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			
	Sub-Loop Feeder - Per 4W Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			
	Sub-Loop Feeder - Per 4W Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL	34.29							
	Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			
	Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL	34.29							
	Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			
	Sub-Loop Feeder - Per 4W 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL	34.29							
SUB-LOOPS													
Sub-Loop Feeder													
	Sub-Loop Feeder - DS3 - Per Mile Per Month			UE3	1LSL	14.11							
	Sub-Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			
	Sub-Loop Feeder - STS-1 - Per Mile Per Month			UDLSX	1LSL	14.11							
	Sub-Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			
	Sub-Loop Feeder - OC-3 - Per Mile Per Month			UDLO3	1LSL	10.71							
	Sub-Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64							
	Sub-Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			
	Sub-Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1LSL	13.18							
	Sub-Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98	3,390.00	407.68	165.17	501.31			
	Sub-Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF3	1,697.00							
	Sub-Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1LSL	43.22							
	Sub-Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36							
	Sub-Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			
	Sub-Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF8	361.44	799.41	407.68	165.17	501.31			
UNBUNDLED LOOP CONCENTRATION													
Loop Channelization System													
	Loop Channelization System - 2W Voice Grade			ULC	ULCOS	307.07	307.34	74.37	4.18	8.60			
	Unbundled Loop Concentration - System A (TR009)			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			
	Unbundled Loop Concentration - System B (TR008)			ULC	UCTBA	500.18	613.60	613.60					
	Unbundled Loop Concentration - System A (TR003)			ULC	UCTBA	54.82	255.67	613.60					
	Unbundled Loop Concentration - System B (TR003)			ULC	UCTBA	639.00	613.60	613.60					
	Unbundled Loop Concentration - System A (TR003)			ULC	UCT3A	92.37	255.67	255.67					
	Unbundled Loop Concentration - System B (TR003)			ULC	UCT3A	6.23	74.39	53.07	30.23	8.46			
	Unbundled Loop Concentration - DS1 Loop Interface Card			UDN	UCTCO	8.46	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCCI	8.46	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - 2W Voice-Loop Start or Ground Start Loop Interface (FOTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - 2W Voice - Reverse Battery Loop Interface (SPTS Card)			UEA	ULCCH	12.45	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - TEST CIRCUIT Card			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCTC	35.77	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			
UNE OTHER, PROVISIONING ONLY - NO RATE													
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC7	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC5	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC6	11.03	8.69	8.65	9.71	9.65			
UNE OTHER, PROVISIONING ONLY - NO RATE													
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC7	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC5	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC6	11.03	8.69	8.65	9.71	9.65			
UNE OTHER, PROVISIONING ONLY - NO RATE													
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC7	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC5	11.03	8.69	8.65	9.71	9.65			
	Unbundled Contact Name, Provisioning Only - No Rate			UEA	ULCC6	11.03	8.69	8.65	9.71	9.65			

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B
					Rec	Nonrecurring	Add'l	Final	Nonrecurring	Add'l	Final	Final	Final
	Unbundled Sub-Loop Feeder-4W Cross Box Jumper - no rate		UEA,USL,UCL,UDL	USBR	0.00	0.00							
	Unbundled DS1 Loop - Superframe Format Option - no rate		USL	CCOEF	0.00	0.00							
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL	CCOEF	0.00	0.00							
	HIGH CAPACITY UNBUNDLED LOCAL LOOP												
	NOTE: 4 month minimum billing period												
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3	UE3ND	9.19	595.67	304.50	234.63	170.16		36.84	36.84	19.01
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3	UE3PX	374.24								19.01
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX	UE3ND	9.19	595.67	304.50	215.82	151.15		36.84	36.84	19.01
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX	UDLS1	389.35								
	LOOP MAKE-UP												
	Loop Makeup - Preordering w/o Reservation, per working or spare facility		UNK	UNKLW		100.00	100.00						
	Loop Makeup - Preordering w/o Reservation, per spare facility		UNK	UNKLW		100.00	100.00						
	Loop Makeup - Preordering With Reservation, per spare facility		UNK	UNKLP		100.00	100.00						
	Loop Makeup - Preordering With Reservation, per working or spare facility		UNK	UNKLP		100.00	100.00						
	Loop Makeup - With or w/o Reservation, per working or spare facility		UNK	PSUMK		0.6888	0.6888						
	HIGH FREQUENCY SPECTRUM												
	SPLITTERS-CENTRAL OFFICE BASED												
	Line Sharing Splitter, per System 86 Line Capacity		US	USDA	100.00	150.00	0.00	150.00	0.00		0.00	0.00	
	Line Sharing Splitter, per System 24 Line Capacity		US	USDB	25.00	150.00	0.00	150.00	0.00		0.00	0.00	
	Line Sharing Splitter, per System, 8 Line Capacity		US	USDB	8.33	150.00	0.00	150.00	0.00		0.00	0.00	
	END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING												
	Line Sharing - per Line Activation		US	USDC	0.61	40.00	21.39	35.06	10.79		20.35	10.54	13.32
	Line Sharing - per Subsequent Activity per Line Rearrangement		US	USDS	0.61	30.00	15.00				20.35	10.54	
	Line Splitting - per line activation DLEC owned splitter		UEPSR	UEPSB	0.97	48.96	21.39	35.06	10.79				
	Line Splitting - per line activation BST owned - physical		UEPSR	UEPSB	0.91	48.96	21.39	35.06	10.79				
	Line Splitting - per line activation BST owned - virtual		UEPSR	UEPSB									
	UNBUNDLED TRANSPORT												
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE												
	Interoffice Channel - Dedicated Transport - 2W VG - Per Mile per month		UITVX	115XX	0.0054								
	Interoffice Channel - Dedicated Transport - 2W VG - Facility Termination per mo		UITVX	UITV2	18.58	55.39	17.37	27.96	3.51		20.35	21.09	9.80
	Interoffice Channel - Dedicated Transport - 2W VG Rev Bat - Per mo		UITVX	115XX	0.0054								
	Interoffice Channel - Dedicated Transport - 2W VG Rev Bat - Facility Termination per month		UITVX	UITR2	18.58	55.39	17.37	27.96	3.51		20.35	21.09	9.80
	Interoffice Channel - Dedicated Transport - 4W VG - Per Mile per month		UITVX	115XX	0.0054								
	Interoffice Channel - Dedicated Transport - 4W VG - Facility Termination per mo		UITVX	UITV4	24.09	37.87	28.02	30.76	13.07		15.08	15.08	8.66
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		UITDX	115XX	0.0174								
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per mo		UITDX	UITD5	17.98	55.39	17.37	27.96	3.51		20.35	21.09	9.80
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		UITDX	115XX	0.0174								
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per mo		UITDX	UITD6	17.98	55.39	17.37	27.96	3.51		20.35	21.09	9.80
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month		UITD1	115XX	0.3525								
	Interoffice Channel - Dedicated Channel - DS1 - Facility Termination per month		UITD1	UITF1	77.86	112.40	76.27	19.55	14.99		20.35	21.09	9.80
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3												
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month		UITD3	115XX	2.34								
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per		UITD3	UITF3	848.99	395.29	176.56	109.04	105.91		36.84	36.84	19.01
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1												
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month		UITD1	115XX	2.34								
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per mo		UITD1	UITF1	849.30	395.29	176.56	109.04	105.91		36.84	36.84	19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT												
	NOTE: LOCAL CHANNEL, DEDICATED TRANSPORT - minimum billing period - below DS3-rate month, DS3 and above-four months												
	Local Channel - Dedicated - 2W VG Per Month		ULDVX	ULDV2	19.43	199.33	24.16	54.81	4.80		20.35	10.54	13.32
	Local Channel - Dedicated - 2W VG Rev Bat Per month		ULDVX	ULDV2	19.43	199.33	24.16	54.81	4.80		20.35	21.09	9.80
	Local Channel - Dedicated - 4W Voice Grade per month		ULDVX	ULDV4	20.56	201.53	24.83	55.52	5.51		20.35	13.32	13.32
	Local Channel - Dedicated - DS1 per month		ULD01	ULD01	40.99	277.35	233.26	33.18	22.30		45.68	1.76	1.76
	Local Channel - Dedicated - DS3 - Per Mile per month		ULD03	115XX	7.15								
	Local Channel - Dedicated - DS3 - Facility Termination per month		ULD03	ULD03	611.30	595.37	304.50	215.82	151.15		36.84	36.84	19.01
	Local Channel - Dedicated - STS-1 - Per Mile per month		ULD01	115XX	7.15								
	Local Channel - Dedicated - STS-1 - Facility Termination per month		ULD01	ULD01	599.59	598.07	287.20	215.82	151.15		20.35	21.09	9.80
	Local Channel - Dedicated - STS-1 - Facility Termination per month		ULD01	ULD01	599.59	598.07	287.20	215.82	151.15		20.35	21.09	9.80
	MULTIPLIERS												
	Channelization - DS1 to DS0 Channel System		UXTD1	MO1	80.77	141.67	77.11	44.47	42.62		20.35	9.80	11.49

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interl m	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B
					Rec	First	Nonrecurring	First	Nonrecurring	SOMEC	SOMAN	SOMAN	SOMAN
							Add'l		Add'l				
	Loading of Custom Branded DA Announcement per shell/NAV			CBAOL		500.00	500.00					19.99	19.99
	Unbundling via OLNS for UNEP CLEC												
	Loading of OA per OCN (Regional)					1,200.00	1,200.00						
	DIRECTORY ASSISTANCE SERVICES												
	DIRECTORY ASSISTANCE ACCESS SERVICE				0.25								
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DAC)				0.10								
	DIRECTORY ASSISTANCE Call Completion Access Service (DAC) Per Call												
	DIRECTORY TRANSPORT												
	SWA Common Transport per Directory Assistance Access Service Call				0.0003								
	SWA Common Transport per Directory Assistance Access Service Call Mile				0.00055								
	Access Tandem Switching per Directory Assistance Access Service Call				0.00018								
	DS3 to DS1 Multiplexer per DA Access Service Call												
	DIRECTORY ASSISTANCE SERVICES												
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)				0.04								
	Directory Assistance Data Base Service Charge Per Listing			DBSCF		150.00							
	Directory Assistance Data Base Service, per month												
	BRANDING - DIRECTORY ASSISTANCE												
	Facility Based CLEC												
	Recording and Provisioning of DA Custom Branded Announcement		AMT	CBAOA		6,000.00	6,000.00						
	Loading of Custom Branded Announcement per DRAM Card/Switch		AMT	CBADC		1,170.00	1,170.00						
	UNEPC CLEC					3,000.00	3,000.00						
	Recording of DA Custom Branded Announcement					1,170.00	1,170.00						
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per					420.00	420.00						
	Unbundling via OLNS for UNEP CLEC					16.00	16.00						
	Loading of DA per OCN (1 OCN per Order)												
	Loading of DA per Switch per OCN					179.60	179.60				30.89	7.03	
	SELECTIVE ROUTING												
	Selective Routing Per Unique Line Class Code Per Request Per Switch			USRCH									
	VIRTUAL COLLOCATION												
	Virtual Collocation - Application Cost		CLO	EAF		2,848.30	2,848.30						
	Virtual Collocation - Cable Installation Cost, per cable		CLO	ESPXX		3.20	2,750.00						
	Virtual Collocation - Fiber Space, per sq. ft.		CLO	ESPYX		3.48							
	Virtual Collocation - Power, per breaker amp		CLO	ESPAK		13.35							
	Virtual Collocation - Cable Support Structure, per entrance cable		CLO	ESPSX		15.94	29.92						
	Virtual Collocation - 2-Fiber Cross Connects		CLO	CNC2F		50.53	38.78						
	Virtual Collocation - 4-Fiber Cross Connects		CLO	CNC4F		28.11	17.76	10.46	8.75				
	Virtual Collocation - DS1 Cross Connects		USL,ULC,CLO	CNC1X		32.22							
	Virtual Collocation - DS3 Cross Connects		USL,ULC,CLO	CND3X		151.90	11.83						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support		AMTFS	PETES		0.0031							
	Structure, per linear foot												
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support		AMTFS	PETDS		0.0045							
	Structure, per linear ft.												
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support		AMTFS			555.03	Y*						
	Structure, per cable												
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support		AMTFS			555.03							
	Structure, per cable												
	Virtual Collocation - Security Escort - Basic, per half hour		CLO	SPTBX		41.00	25.00						
	Virtual Collocation - Security Escort - Overtime, per half hour		CLO	SPTOX		48.00	30.00						
	Virtual Collocation - Security Escort - Premium, per half hour		CLO	SPTPX		55.00	35.00						
	Virtual Collocation - Maintenance in CO - Basic, per half hour		CLO	CTRLX		30.64	30.64						
	Virtual Collocation - Maintenance in CO - Overtime, per half hour		CLO	SPTOM		35.77	35.77						
	Virtual Collocation - Maintenance in CO - Premium, per half hour		CLO	SPTPM		40.90	40.90						
	VIRTUAL COLLOCATION												
	Virtual Collocation 2W Cross Connect, Exchange Port 2W VG Rse		UEPRX	PEIR2		0.30	19.20					19.99	19.99
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX		UEPSP	VEIR2		0.30	19.20					19.99	19.99
	Trunk - Bus												
	Virtual Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk -		UEPRX	PEIR2		0.30	19.20					19.99	19.99
	Res		UEPSE	VEIR2		0.30	19.20					19.99	19.99
	Virtual Collocation 2W Cross Connect, Exchange Port 2W Analog Bus		UEPSB	VEIR2		0.30	19.20					19.99	19.99
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN		UEPSX	VEIR2		0.30	19.20					19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee

UNBUNDLED NETWORK ELEMENTS - Tennessee																		
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)						Attachment: 2				Exhibit: B			
					Rec	Nonrecurring		Nonrecurring		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l	Order Submitte d Elec per LSR	Order Submitte d Manualy per LSR	Incremental Charge - 1 Order vs. Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st	Incremental Charge - 1 Manual Svc Order va. 1st
	Virtual Collocation 2W Cross Connect, Exchange Port 2W ISDN		UEPTX	VEIR2	0.30	19.20	19.20					19.99	19.99	19.99	19.99	19.99	19.99	19.99
	Virtual Collocation 4W Cross Connect, Exchange Port DDTIS 4W DS1		UEPDD	VEIR4	0.50	19.20	19.20					19.99	19.99	19.99	19.99	19.99	19.99	19.99
	Virtual Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1		UEPEX	VEIR4	0.50	19.20	19.20					19.99	19.99	19.99	19.99	19.99	19.99	19.99
VIRTUAL COLOCATION																		
AIN SELECTIVE CARRIER ROUTING																		
	Regional Service Establishment		SRC	SRCCEC		391,788.00						19.99	19.99	19.99	19.99	19.99	19.99	19.99
	End Office Establishment		SRC	SRCED		320.53	320.53					19.99	19.99	19.99	19.99	19.99	19.99	19.99
	LinePort NRC, per end user		SRC	SRCPL		2.06	2.06					19.99	19.99	19.99	19.99	19.99	19.99	19.99
	Query NRC, per query				0.000448													
AIN - BELL SOUTH AM SMS ACCESS SERVICE																		
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup		AIN	CAMSE		135.56	135.56					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN SMS Access Service - Port Connection - Dedicated Access		AIN	CAMPD		41.75	41.75					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN SMS Access Service - Port Connection - ISDN Access		AIN	CAMP		41.75	41.75					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN SMS Access Service - User Identification Codes - Per User ID Code		AIN	CAMAU		96.63	96.63					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or		AIN	CAMRC		113.67	113.67					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)				0.0024													
	AIN SMS Access Service - Session, Per Minute				0.0020123													
	AIN SMS Access Service - Company Performed Session, Per Minute				2.27													
AIN - BELL SOUTH AM TOOLKIT SERVICE																		
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup		CAM	BAPSC		132.04	132.04					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Training Session, Per Customer			BAPVX		7,915.00	7,915.00					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term.			BAPTT		31.21	31.21					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook			BAPTD		31.21	31.21					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook			BAPTM		31.21	31.21					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit			BAPTO		85.24	85.24					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			BAPTC		85.24	85.24					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature			BAPTF		85.24	85.24					20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Query Charge, Per Query				0.0211882													
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per				0.0054774													
	Node, Per Query																	
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per				1.50													
	100 Kilobytes		CAM	BAPMS		17.43	33.52	33.52				20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			BAPLS		0.1321116	36.23	36.23				20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		CAM	BAPDS		17.35	33.52	33.52				20.35	20.35	20.35	20.35	20.35	20.35	20.35
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription																	
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service		CAM	BAPES		0.051435	36.23	36.23				20.35	20.35	20.35	20.35	20.35	20.35	20.35
	Subscription																	
ENHANCED EXTENDED LINK (EEL)																		
NOTE: New EELs available in State of Georgia, density zone 1 of following STATES: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA; Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As is Charge.																		
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As is Charge applies to currently combined facilities converted to UNE (Non-recurring rates do not apply.)																		
NOTE: In GA, TN, KY, LA & MS, the EEL network elements apply to currently combined network elements. (No Switch As is Charge.)																		
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																		
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1	1	UNCYX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 2	2	UNCYX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 3	3	UNCYX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	First 2W VG Loop(SL2) in a DS1 Interoffice Transport Combination - Zone 1		UNCYX	UEAL2	0.3525													
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month		UNCYX	UEAL2	0.3525													
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per		UNCYX	UEAL2	0.3525													
	month		UNCYX	UEAL2	0.3525													
	DS1 Channelization System Per Month		UNCYX	UEAL2	77.86	171.24	113.12	70.07	30.90			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	Voice Grade COCI - DS1 To DS0 Interface - Per Month		UNCYX	UEAL2	80.77	214.52	49.95	75.96	13.60									
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport	1	UNCYX	UEAL2	0.91	5.70	4.42											
	Combination - Zone 1		UNCYX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport		UNCYX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54
	Combination - Zone 2	2	UNCYX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	20.35	21.09	9.80	10.54	10.54	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee									
CATEGORY	RATE ELEMENTS	Inter Zone	BOS	USOC	RATES(\$)				Attachment: 2
					Rec	Nonrecurring	Nonrecurring		
					First	Add'l	First	Add'l	
	OCU-UP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-6kHz)		UNCIX	1D1DD	1.82	5.70	4.42		
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)		UNCIX	USLXX	57.73	228.40	161.74	79.87	20.35
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	1	UNCIX	USLXX	75.40	228.40	161.74	79.87	20.35
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	2	UNCIX	USLXX	98.59	228.40	161.74	79.87	20.35
	4W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	3	UNCIX	USLXX	98.59	228.40	161.74	79.87	20.35
	Interface Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCIX	115XX	0.325				
	Interface Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNCIX	U1TF1	77.86	171.24	113.12	70.07	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)		UNCIX	USLXX	57.73	228.40	161.74	79.87	20.35
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1	UNCIX	USLXX	75.40	228.40	161.74	79.87	20.35
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2	UNCIX	USLXX	98.59	228.40	161.74	79.87	20.35
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCIX	USLXX	98.59	228.40	161.74	79.87	20.35
	Interface Transport - Dedicated - DS3 combination - Per Mile Per Month		UNCIX	115XX	2.34				
	Interface Transport - Dedicated - DS3 combination - Facility Termination per month		UNCIX	U1TF3	848.99	428.01	153.81	64.43	20.35
	DS3 to DS1 Channel System combination per month		UNCIX	1M3	222.98	319.48	126.63	45.53	20.35
	DS3 Interface Unit (DS1 COCI) combination per month		UNCIX	UC1D1	17.58	6.52	2.58		
	DS3 Interface Unit in DS3 Interoffice Transport Combination - Zone 1	1	UNCIX	USLXX	57.73	228.40	161.74	79.87	20.35
	Add DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2	UNCIX	USLXX	75.40	228.40	161.74	79.87	20.35
	Add DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCIX	USLXX	98.59	228.40	161.74	79.87	20.35
	Add DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCIX	UC1D1	17.58	6.52	2.58		
	DS3 Interface Unit (DS1 COCI) combination per month		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	2 WIRE VOICE GRADE EXTENDED LOOP/2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)		UNCIX	UEAL2	16.56	108.76	35.47	72.94	20.35
	2WVG Loop used with 2W VG Interoffice Transport Combination - Zone 1	1	UNCIX	UEAL2	21.63	108.76	35.47	72.94	20.35
	2WVG Loop used with 2W VG Interoffice Transport Combination - Zone 2	2	UNCIX	UEAL2	28.28	108.76	35.47	72.94	20.35
	2WVG Loop used with 2W VG Interoffice Transport Combination - Zone 3	3	UNCIX	115XX	0.0174				
	Interface Transport - Dedicated - 2W VG combination - Per Mile Per Month		UNCIX	U1TV2	18.58	79.86	44.06	69.32	20.35
	Interface Transport - Dedicated - 2W VG combination - Facility Termination per month		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	4 WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)		UNCIX	UEAL4	24.70	108.75	35.47	72.94	20.35
	4WVG Loop used with 4W VG Interoffice Transport Combination - Zone 1	1	UNCIX	UEAL4	32.25	108.75	35.47	72.94	20.35
	4WVG Loop used with 4W VG Interoffice Transport Combination - Zone 2	2	UNCIX	UEAL4	42.17	108.75	35.47	72.94	20.35
	4WVG Loop used with 4W VG Interoffice Transport Combination - Zone 3	3	UNCIX	115XX	0.0174				
	Interface Transport - Dedicated - 4W VG combination - Per Mile Per Month		UNCIX	U1TV4	24.09	79.83	44.08	69.32	20.35
	Interface Transport - Dedicated - 4W VG combination - Facility Termination per month		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)		UNCIX	115ND	9.19				
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month		UNCIX	UE3PX	374.24	240.23	460.87	106.78	45.24
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month		UNCIX	115XX	2.34				
	Interface Transport - Dedicated - DS3 - Per Mile per month		UNCIX	U1TF3	848.99	428.01	153.81	64.43	20.35
	Interface Transport - Dedicated - DS3 combination - Facility Termination per month		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	115ND	9.19				
	ST31 DIGITAL EXTENDED LOOP WITH DEDICATED ST31 INTEROFFICE TRANSPORT (EEL)		UNCIX	UDLS1	389.35	240.23	180.87	106.78	45.24
	High Capacity Unbundled Local Loop - ST31 combination - Per Mile per month		UNCIX	115XX	2.34				
	Interface Transport - Dedicated - ST31 combination - Per Mile per month		UNCIX	U1TF5	849.30	428.01	153.61	64.43	20.35
	Interface Transport - Dedicated - ST31 combination - Facility Termination per month		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCIX	UNCCC		52.73	24.62	9.12	20.35
	2 WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)		UNCIX	U112X	22.00	108.76	35.47	72.94	20.35
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1	1	UNCIX	U112X	29.02	108.76	35.47	72.94	20.35
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2	2	UNCIX	U112X	37.95	108.76	35.47	72.94	20.35
	First 2W ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3	3	UNCIX	U112X					

UNBUNDLED NETWORK ELEMENTS - Tennessee																	Attachment: 2				Exhibit: B	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge at Charge Manual vs. Electronic Disc 1st	Incremental Charge Manual vs. Electronic Disc Add'l					
	Interface Transport - Dedicated - DS1 combination - Per Mile			UNCIX	115XX	0.3525																
	Interface Transport-Dedicated-DS1 combination-Facility Termination per mo			UNCIX	U1TF1	77.86	171.24	113.12	70.07	30.90							10.54					
	Channelization - Channel System DS1 to DS0 combination - per month			UNCIX	MO1	80.77	214.52	49.95	75.98	13.60												
	2W ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCIX	UCICA	3.10	6.16	0.60														
	Add 2W ISDN Loop in same DS1 interface Transport combination - Zone 1		1	UNCIX	U112X	22.00	108.76	35.47	72.94	10.86							10.54					
	Add 2W ISDN Loop in same DS1 interface Transport combination - Zone 2		2	UNCIX	U112X	29.02	108.76	35.47	72.94	10.86							10.54					
	Add 2W ISDN Loop in same DS1 interface Transport combination - Zone 3		3	UNCIX	U112X	37.95	108.76	35.47	72.94	10.86							10.54					
	2W ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCIX	UCICA	3.10	6.16	0.60														
	Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																					
	First DS1 Loop in STS1 interface Transport combination - Zone 1		1	UNCIX	US1XX	57.73	228.40	161.74	79.87	24.88							10.54					
	First DS1 Loop in STS1 interface Transport combination - Zone 2		2	UNCIX	US1XX	75.40	228.40	161.74	79.87	24.88							10.54					
	First DS1 Loop in STS1 interface Transport combination - Zone 3		3	UNCIX	US1XX	98.59	228.40	161.74	79.87	24.88							10.54					
	Interface Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCIX	115XX	2.34	428.01	153.61	64.43	35.43							10.54					
	Interface Transport - Dedicated - STS1 combination - Facility Termination			UNCIX	U1TF5	849.30	319.48	126.63	45.53	17.05												
	STS1 to DS1 Channel System combination per month			UNCIX	UC1D1	222.98	6.52	2.58														
	DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	MO3	17.58	6.52	2.58														
	Add DS1 Loop in STS1 interface Transport combination - Zone 1		1	UNCIX	US1XX	57.73	228.40	161.74	79.87	24.88							10.54					
	Add DS1 Loop in STS1 interface Transport combination - Zone 2		2	UNCIX	US1XX	75.40	228.40	161.74	79.87	24.88							10.54					
	Add DS1 Loop in STS1 interface Transport combination - Zone 3		3	UNCIX	US1XX	98.59	228.40	161.74	79.87	24.88							10.54					
	DS3 Interface Unit (DS1 COCI) combination per month			UNCIX	UC1D1	17.58	6.52	2.58														
	Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)																					
	4W 56 kbps Loop/4W 56 kbps Interface Transport combination - Zone 1		1	UNCIX	UD156	31.10	108.76	35.47	72.94	10.86							10.54					
	4W 56 kbps Loop/4W 56 kbps Interface Transport combination - Zone 2		2	UNCIX	UD156	40.61	108.76	35.47	72.94	10.86							10.54					
	4W 56 kbps Loop/4W 56 kbps Interface Transport combination - Zone 3		3	UNCIX	UD156	53.11	108.76	35.47	72.94	10.86							10.54					
	Interface Transport - Dedicated - 4W 56 kbps combination - Per Mile			UNCIX	115XX	0.174																
	Interface Transport - Dedicated - 4W 56 kbps combination - Facility Termination			UNCIX	U1TD5	22.10	58.54	38.32	13.98	8.59							10.54					
	Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)																					
	4W 64 kbps Loop/4W 64 kbps Interface Transport combination - Zone 1		1	UNCIX	UD164	31.10	108.76	35.47	72.94	10.86							10.54					
	4W 64 kbps Loop/4W 64 kbps Interface Transport combination - Zone 2		2	UNCIX	UD164	40.61	108.76	35.47	72.94	10.86							10.54					
	4W 64 kbps Loop/4W 64 kbps Interface Transport combination - Zone 3		3	UNCIX	UD164	53.11	108.76	35.47	72.94	10.86							10.54					
	Interface Transport - Dedicated - 4W 64 kbps combination - Per Mile			UNCIX	115XX	0.174																
	Interface Transport - Dedicated - 4W 64 kbps combination - Facility			UNCIX	U1TD6	22.10	58.54	38.32	13.98	8.59							10.54					
	Interface Transport - Dedicated - 4W 64 kbps combination - Facility Termination			UNCIX	U1TD6	22.10	58.54	38.32	13.98	8.59							10.54					
	Nonrecurring Currently Combined Network Elements Switch -As-is Charge			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	ADD NETWORK ELEMENTS																					
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does apply.																					
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As-is charge does apply.																					
	Node (Synchronous)																					
	Nonrecurring Currently Combined Network Elements "Switch As-is" Charge (One applies to each combination)																					
	324W VG Interface Channel used in a COMBINATION - "Switch As-is"			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	Conversion Charge			UNCIX	UNCCC												10.54					
	56/64 kbps Interface Channel used in a COMBINATION - "Switch As-is"			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	Conversion Charge			UNCIX	UNCCC												10.54					
	DS1 Interface Channel used in a COMBINATION - "Switch As-is" Conversion			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	Charge			UNCIX	UNCCC												10.54					
	DS3 Interface Channel used in a COMBINATION - "Switch As-is"			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	Conversion Charge			UNCIX	UNCCC												10.54					
	STS1 Interface or Local Loop used in a COMBINATION - "Switch As-is"			UNCIX	UNCCC		52.73	24.62	9.12	9.12							10.54					
	Conversion Charge			UNCIX	UNCCC												10.54					
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3-one month, DS3 and above-four months			UNCIX	ULDV2	19.43																
	Local Channel - Dedicated - 2W Voice Grade per month			UNCIX	ULDV4	20.56																
	Local Channel - Dedicated - 4W Voice Grade per month			UNCIX	ULDV4	20.56																
	Local Channel - Dedicated - DS1 Per Month			UNCIX	ULDV1	40.00																
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																					
	Exchange Ports																					
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																					
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																					
	Exchange Ports - 2W Analog Line Port - Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92												

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(S)						Attachment: 2	Exhibit: B
						Rec	Nonrecuring	Nonrecuring	SOME	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l	Order Submitte d Elec per LSR	Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Manual Svc Order vs. Electronic Order vs. Electronic	Incremental Charge - Manual Svc Manual Svc Order vs. Electronic Order vs. Electronic
	Exchange Ports - 2W Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN extended local calling party Port w Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Calling port w Caller ID - Res			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Calling port w Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Calling port w Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Calling port w Caller ID - Res (TME2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Area Calling port w Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled res. low usage line port with Caller ID			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					
FEATURES	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				20.35	10.54
2-WIRE VOICE GRADE LINE PORT RATES (BUS)	Exchange Ports - 2W Analog Line Port w/o Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled Line Port with unbundled port with Caller ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN extended local calling party Port with Caller ID - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Bus 2-Way Area Calling Port			UEPSB	UEPBI	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2W VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92		20.35	10.54
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					
FEATURES	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				20.35	10.54
EXCHANGE PORT RATES (OD & PBX)	2W VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPPI	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTD	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPTD	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPSP	UEPTA	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 2-Way PBX Usage Port			UEPSP	UEPYA	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPYB	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX LD DDD Terminal Port			UEPSP	UEPYC	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPYD	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPYE	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative			UEPSP	UEPYL	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPYM	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative			UEPSP	UEPYN	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room			UEPSP	UEPYO	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled PBX Collierville & Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92		20.35	10.54
	2W Voice Unbundled 2-Way PBX TN HamptonSrv Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92		20.35	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)				Svc Order Submit	Svc Order Submit	Incremental Charge - Manual Svc Order	Incremental Charge - Manual Svc Order	Incremental Charge - Manual Svc Order	Incremental Charge - Manual Svc Order				
					Rec	Nonrecurring	Nonrecurring											
						First	Add'l	First	Add'l									
FEATURES	Subsequent Activity		UEPSP	USASC	0.00	0.00	0.00											
	AI Available Vertical Features		UEPSP UEPSE	UEPVF	0.00	0.00	0.00											
	Exchange Ports - Coin Port				2.11	9.93	9.19	3.66	2.92									
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process.																	
EXCHANGE PORT RATES (DID & PBX)			UEPEX	UEP2	8.97	47.75	47.01	9.21	8.47									
	Exchange Ports - 2W DID Port		UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04									
	Exchange Ports - 2W DID Port		UEPTX UEP2X	UEPMA	16.26	30.23	29.49	4.10	4.10									
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																	
UNBUNDLED LOCAL SWITCHING (PORT USAGE)	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process.																	
	Exchange Ports - 2W ISDN Port -- Channel Profiles		UEPTX UEP2X	UEPMA	0.00	0.00	0.00	148.66	147.18	38.46	36.98							
	Exchange Ports - 4W ISDN DSI Port		UEPEX	UEPEX	75.04													
UNBUNDLED LOCAL SWITCHING (PORT USAGE)	End Office Switching (Port Usage)																	
	End Office Switching Function, Per MOU				0.0008041													
	Tandem Switching (Port Usage) (Local or Access Tandem)				0.0009778													
	Tandem Switching Function Per MOU																	
	Common Transport				0.0000064													
	Common Transport - Per Mile Per MOU				0.0003871													
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
Coast Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																		
Features shall apply to the Unbundled Port/Loop Combination - Coast Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
For Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and Add'l Port nonrecurring charges apply to Not Currently Combined Combos for all states. In TN these nonrecurring charges are commission ordered cost based rates. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
UNE Port/Loop Combination Rates																		
2W VG Loop/Port Combo - Zone 1		1			14.18													
2W VG Loop/Port Combo - Zone 2		2			18.01													
2W VG Loop/Port Combo - Zone 3		3			23.02													
UNE Loop Rates																		
2W Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48													
2W Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31													
2W Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32													
2-Wire Voice Grade Line Port Rates (Res)																		
2W voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled port with Caller ID - res			UEPRX	UEPRG	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled port outgoing only - res			UEPRX	UEPRD	1.70	22.14	15.25	8.45	3.91									
2W VG unbundled TN extended local dialing party port with Caller ID - res			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Plus with Caller ID - res (ACI)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TMR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled TN Area Calling port with Caller ID - res (TMR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91									
2W voice unbundled res, low usage line port with Caller ID (LUM)			UEPRX	UEPAF	1.70	22.14	15.25	8.45	3.91									
FEATURES																		
All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00											
LOCAL NUMBER PORTABILITY																		
Local Number Portability (1 per port)			UEPRX	LNPCX	0.35													
NONRECURRING CHARGES (INCS) - CURRENTLY COMBINED																		
2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPRX	USAC2	1.03	0.29												
2W VG Loop/Line Port Combination - Conversion - Switch with change			UEPRX	USAC3	1.03	0.29												

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2	Exhibit: B
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Order vs. Electronic- 1st Add'l
	2W VG Loop/Line Port Combination - Conversion - Subsequent Database Update					Rec	Nonrecurring First	Add'l	Nonrecurring First	Add'l					
	Add'l NRCS			UEPRX	USAS2	0.00	0.00	0.00						30.89	7.03
	2W VG Loop/Line Port Combination - Subsequent Activity														
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates		1			14.18									
	2W VG Loop/Port Combo - Zone 1		2			18.01									
	2W VG Loop/Port Combo - Zone 2		3			23.02									
	UNE Loop Rates														
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEPBX	UEPLX	12.48								30.89	7.03
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEPBX	UEPLX	16.31									
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEPBX	UEPLX	21.32									
	2-Wire Voice Grade Line Port (Bus)														
	2W voice unbundled port w/o Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W VG unbundled TN extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled incoming only port with Caller ID - bus			UEPBX	UEPBI	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	2W voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPBX	LNPOX	0.35									
	FEATURES														
	AI Features Offered			UEPBX	UEPVF	0.00	0.00	0.00						30.89	7.03
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED														
	2W VG Loop/Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29						30.89	7.03
	2W VG Loop/Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29						7.97	
	2W VG Loop/Line Port Combination - Conversion - Subsequent Database						0.76								
	Add'l NRCS														
	2W VG Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2									30.89	7.03
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/Port Combo - Zone 1		1			14.18									
	2W VG Loop/Port Combo - Zone 2		2			18.01									
	2W VG Loop/Port Combo - Zone 3		3			23.02									
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48									
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31									
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2W VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91				30.89	7.03
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPRG	LNPOP	3.15	0.00	0.00							
	FEATURES														
	AI Features Offered			UEPRG	UEPVF	0.00	0.00	0.00						30.89	7.03
	NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED														
	2W VG Loop/Line Port Combination (PBX) - Conversion - Switch-as-is			UEPRG	USAC2		1.03	0.29						30.89	7.03
	2W VG Loop/Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29						30.89	7.03
	2W VG Loop/Line Port Combination - Conversion - Subsequent Database Update						0.76							7.97	

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)						Attachment: 2				Exhibit: B	
						Rec	Nonrecurring		Nonrecurring		SOME C	SOME M	SOME M	SOME M	SOME M	SOME M	
							First	Add'l	First	Add'l							
Add'l NRCS	2W VG Loop Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03			
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						14.64	14.64					19.99	19.99		19.99	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
	2W VG Loop/Port Combo - Zone 1		1			14.18											
	2W VG Loop/Port Combo - Zone 2		2			18.01											
	2W VG Loop/Port Combo - Zone 3		3			23.02											
	UNE Loop Rates																
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48											
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31											
2-Wire Voice Grade Line Port Rates (BUS - PBX)	2W Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32											
	Line Side Unbundled Combination 2-Way PBX Trunk Port-Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPPI	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 2-Way Combination PBX TN Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative																
	Calling Port TN Calling Port			UEPPX	UEPMN	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room																
	Calling Port			UEPPX	UEPXP	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled PBX Coleridge & Memphis Calling Port			UEPPX	UEPYU	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Voice Unbundled 2-Way PBX TN Redressary Calling Port			UEPPX	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	LOCAL NUMBER PORTABILITY																
Local Number Portability (1 per port)																	
FEATURES																	
All Features Offered																	
NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED																	
2W VG Loop Line Port Combination (PBX) - Conversion - Switch As-Is																	
2W VG Loop Line Port Combination (PBX) - Conversion - Switch with Change																	
2W VG Loop / Line Port Combination - Conversion - Subsequent Database																	
Update																	
Add'l NRCS	2W VG Loop Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03			
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group						14.64	14.64					19.99	19.99		19.99	
	UNE Port/Loop Combination Rates																
	2W VG Coin Port/Loop Combo - Zone 1		1			14.18											
	2W VG Coin Port/Loop Combo - Zone 2		2			18.01											
	2W VG Coin Port/Loop Combo - Zone 3		3			23.02											
	UNE Loop Rates																
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEPCO	UEPLX	12.48											
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEPCO	UEPLX	16.31											
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEPCO	UEPLX	21.32											
2-Wire Voice Grade Line Ports (COIN)	2W Coin 2-Way w/o Operator Screening and w/o Blocking			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Coin 2-Way with Operator Screening and 011 Blocking			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Coin 2-Way with Operator Screening: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03			
	2W Coin Outward with Operator Screening and 011 Blocking			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)						Attachment: 2	
						Rec	Nonrecurring		Nonrecurring			SOME	Exhibit: B
							First	Addl	First	Addl		SOMAN	Incremental Charge at Charge Manual Svc Order vs. Electronic Disc Addl
	2W Coin Outward with Operator Screening and Blocking: 900/976, 1+DDO, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		30.89	7.03
	2W 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCO	1.88						30.89	7.03
	2W Coin Outward Smartline with 900/976			UEPCO	UEPCO	1.88						30.89	7.03
	Addl UNE COIN PORT/LOOP (RC)			UEPCO	UEPCO	3.45	0.00	0.00					
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	UEPCO	0.35							
	Local Number Portability (1 per port)			UEPCO	UEPCO								
	FEATURES												
	2W VG Loop/Line Port Combination-Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29				30.89	7.03
	2W VG Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACG		1.03	0.29				30.89	7.03
	2W VG Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				30.89	7.03
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES												
	2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT												
	UNE Port/Loop Combination Rates												
	2W VG Loop/2W DID Trunk Port Combo - UNE Zone 1		1			18.38							
	2W VG Loop/2W DID Trunk Port Combo - UNE Zone 2		2			19.87							
	2W VG Loop/2W DID Trunk Port Combo - UNE Zone 3		3			24.78							
	2W Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60							
	2W Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09							
	2W Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00							
	Exchange Ports - 2W DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91		30.89	7.03
	NONRECURRING CHARGES - CURRENTLY COMBINED												
	2W VG Loop / 2W DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.78	5.75				30.89	7.03
	2W VG Loop/2W DID Trunk Port Conversion with BST Allowable Changes			UEPPX	USATC		8.78	5.75				30.89	7.03
	Telephone Number/Trunk Group Establishment Charges												
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00					
	Addl DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00					
	DID Numbers, Non-consecutive DID Numbers, Per Number			UEPPX	ND5	0.00	0.00	0.00					
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00					
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00					
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)			UEPPX	LNOP	3.15	0.00	0.00					
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT												
	UNE Port/Loop Combination Rates												
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPB	32.27							
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPB	34.78							
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPB	44.32							
	2W ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPB	16.20							
	2W ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPB	18.71							
	2W ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPB	28.25							
	Exchange Port - 2W ISDN Line Side Port			UEPPB	UEPPB	16.07	141.75	118.37	49.20	43.26		19.99	19.99
	NONRECURRING CHARGES - CURRENTLY COMBINED												
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination-			UEPPB	USACB	0.00	117.23	117.23				19.99	19.99
	Addl NRCS			UEPPB	USASB		212.88					19.99	19.99
	2W ISDN Loop/2W ISDN Port Combination-Sub Acty-Non Feature/Addl Trunk			UEPPB	LNPCX	0.35	0.00	0.00					
	LOCAL NUMBER PORTABILITY												
	Local Number Portability (1 per port)			UEPPB	LNPCX	0.35	0.00	0.00					
	B-CHANNEL USER PROFILE ACCESS:			UEPPB	UICUA	0.00	0.00	0.00					
	CVS/CSD (JMS/ESS)			UEPPB	UICUB	0.00	0.00	0.00					
	CVS (EWS)			UEPPB	UICUC	0.00	0.00	0.00					
	CSD			UEPPB	UICUD	0.00	0.00	0.00					
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL KY,LA,MS SC,MS, & TN)			UEPPB	UICUE	0.00	0.00	0.00					
	CVS/CSD (JMS/ESS)			UEPPB	UICUF	0.00	0.00	0.00					
	CVS (EWS)			UEPPB	UICUG	0.00	0.00	0.00					
	CSD			UEPPB	UICUH	0.00	0.00	0.00					
	USER TERMINAL PROFILE			UEPPB	UICUI	0.00	0.00	0.00					
	User Terminal Profile (EWS only)			UEPPB	UICUJ	0.00	0.00	0.00					
	VERTICAL FEATURES			UEPPB	UICUK	0.00	0.00	0.00					
	All Vertical Features - One per Channel B User Profile			UEPPB	UICUL	17.91	53.99	17.37				19.99	19.99
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UICUM	0.173	0.00	0.00					
	Interoffice Channel mileage each, Addl mile			UEPPB	UICUN	0.173	0.00	0.00					

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte	Svc Order Submitte	Incremental Charge - Manual Svc Order vs. Electronic Order	Incremental Charge - Manual Svc Order vs. Electronic Order				
						Rec	Nonrecurring	Nonrecurring									
							First	Add'l	First	Add'l							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.36											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25											
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44											
	4W DS1 Digital Loop - UNE Zone 1		1	UEPPP		57.73											
	4W DS1 Digital Loop - UNE Zone 2		2	UEPPP		75.40											
	4W DS1 Digital Loop - UNE Zone 3		3	UEPPP		98.59											
	Exchange Ports - 4W ISDN DS1 Port			UEPPP		74.85	415.53	386.90	89.28	77.43							
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4W DS1 Digital Loop / 4W ISDN DS1 Digital Trunk Port Combination - Conversion - Switch-as-is			UEPPP	USACP	0.00	328.53	328.53			19.99	19.99					
	Add'l NRCS																
	4W DS1 Loop/4W ISDN Dgtr Trk Port - Subseqt Actvty- Inward/Two way tel nos within Std Allowance			UEPPP	PR7IF		0.94				19.99	19.99					
	4W DS1 Loop / 4W ISDN DS1 Digital Trunk Port - Outward Tel Numbers			UEPPP	PR7IO		22.36	22.36			19.99	19.99					
	4W DS1 Loop / 4W ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZI		44.71	44.70			19.99	19.99					
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75											
	INTERFACE (Provisioning Only)																
	Voice/Data			UEPPP	PR7IV	0.00	0.00	0.00									
	Digital Data			UEPPP	PR7ID	0.00	0.00	0.00									
	Inward Data			UEPPP	PR7IE	0.00	0.00	0.00									
	New or Add'l - B - Channel			UEPPP	PR7BV	0.00	28.39				19.99	19.99					
	New or Add'l - Voice/Data B Channel			UEPPP	PR7BF	0.00	28.11				19.99	19.99					
	New or Add'l Inward Data B Channel			UEPPP	PR7BD	0.00	28.39				19.99	19.99					
	New or Add'l Usage Sensitive Voice Data B Channel			UEPPP	PR7BS	0.00	28.39				19.99	19.99					
	New or Add'l Usage Sensitive Digital Data B Channel			UEPPP	PR7BU	0.00	28.39				19.99	19.99					
	CALL TYPES																
	Inward			UEPPP	PR7CI	0.00	0.00	0.00									
	Outward			UEPPP	PR7CO	0.00	0.00	0.00									
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00									
	Interoffice Channel Mileage																
	Fixed Each Including First Mile			UEPPP	11N1A	76.1825	145.96	109.85	19.55		19.99	19.99					
	Each Airline Fractional Add'l Mile			UEPPP	11N1B	0.3525											
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPPC		93.28					19.99	19.99					
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPPC		110.95					19.99	19.99					
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPPC		134.14					19.99	19.99					
	4W DS1 Digital Loop - UNE Zone 1		1	UEPPC		57.53											
	4W DS1 Digital Loop - UNE Zone 2		2	UEPPC		75.40											
	4W DS1 Digital Loop - UNE Zone 3		3	UEPPC		98.59											
	4W DS1 Digital Loop - UNE Zone 3		3	UEPPC		35.55											
	4W DDITS Digital Trunk Port						342.80	257.87	61.41	48.49	19.99	19.99					
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination - Switch-as-is			UEPPC	USAC4		312.91	312.91			19.99	19.99					
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPPC	USAWA		312.91	312.91			19.99	19.99					
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPPC	USAWB		312.91	312.91			19.99	19.99					
	Add'l NRCS																
	4W DS1 Loop/4W DDITS Trunk Port - Subsequent Svc Activity Per Svc			UEPPC	USAS4		94.88	94.88									
	4W DS1 Loop/4W DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPPC	UDTTA		108.67	108.67			19.99	19.99					
	4W DS1 Loop/4W DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPPC	UDTTB		108.67	108.67			19.99	19.99					
	4W DS1 Loop/4W DDITS Trunk Port - Subseqnt Channel Activation/Chan Inward Trunk w/out DID			UEPPC	UDTTC		108.67	108.67			19.99	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Inter Zone	BCS	USOC	RATES(\$)				Svc Order Submittal per LSR	Svc Order Manual Electronic per LSR	Incremental Charge - Manual Svc Order	Incremental Charge - Manual Svc Order	Incremental Charge - Manual Svc Order				
					Rec	Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	
	4W DS1 loop/4W DDITS Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk with DID		UEPDC	UDITD			108.67	108.67						19.99	19.99		
	4W DS1 loop/4W DDITS Trunk Port - Subsequent Chan Activation / Chan - 2-Way DID w User Trans		UEPDC	UDITE			108.67	108.67						19.99	19.99		
	BIPOLAR & ZERO SUBSTITUTION																
	BBZS - Superframe Format		UEPDC	CCOSF			0.00	590.00						19.99	19.99		
	BBZS - Extended Superframe Format		UEPDC	CCOEF			0.00	590.00						19.99	19.99		
	Alternate Mark Inversion																
	AMI - Superframe Format		UEPDC	MCOSF			0.00	0.00									
	AMI - Extended Superframe Format		UEPDC	MCOPO			0.00	0.00									
	Telephone Number/Trunk Group Establishment Charges																
	Telephone Number for 2-Way Trunk Group		UEPDC	UDITGX			0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group		UEPDC	UDITGY			0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group w/o DID		UEPDC	UDITGZ			0.00							19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers		UEPDC	ND4			0.00							19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers, Per Number		UEPDC	ND5			0.00	0.00									
	Reserve Non-Consecutive DID Nos.		UEPDC	ND6			0.00	0.00									
	Reserve DID Numbers		UEPDC	NDV			0.00	0.00									
	Dedicated DS1 (Interoffice Channel Mileage) - FY/CO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)		UEPDC	11NO1			75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Advt rate per mile - 0-8 miles		UEPDC	11NO2			0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)		UEPDC	11NO3			0.3525	0.00	0.00								
	Interoffice Channel Mileage - Advt rate per mile - 9-25 miles		UEPDC	11NO4			0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 26+ miles (Facilities Termination)		UEPDC	11NO5			0.3525	0.00	0.00								
	Interoffice Channel Mileage - Advt rate per mile - 26+ miles		UEPDC	11NO6			3.15	0.00	0.00	0.00							
	Local Number Portability, per DSO Activated		UEPDC	11NO7			0.00										
	Central Office Terminating Point		UEPDC	CTG													
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
	4W DS1 Loop - UNE Zone 1	1	UEPMG	USLDC			57.73	0.00	0.00					19.99	19.99		
	4W DS1 Loop - UNE Zone 2	2	UEPMG	USLDC			75.40	0.00	0.00					19.99	19.99		
	4W DS1 Loop - UNE Zone 3	3	UEPMG	USLDC			98.59	0.00	0.00					19.99	19.99		
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1		UEPMG	VUM24			131.87	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s		UEPMG	VUM48			263.74	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity - 1 per 4 DS1s		UEPMG	VUM96			527.48	0.00	0.00					19.99	19.99		
	144 DSO Channel Capacity - 1 per 6 DS1s		UEPMG	VUM144			791.42	0.00	0.00					19.99	19.99		
	192 DSO Channel Capacity - 1 per 8 DS1s		UEPMG	VUM192			827.76	0.00	0.00					19.99	19.99		
	240 DSO Channel Capacity - 1 per 10 DS1s		UEPMG	VUM240			1,318.70	0.00	0.00					19.99	19.99		
	288 DSO Channel Capacity - 1 per 12 DS1s		UEPMG	VUM288			1,582.44	0.00	0.00					19.99	19.99		
	384 DSO Channel Capacity - 1 per 16 DS1s		UEPMG	VUM384			2,109.92	0.00	0.00					19.99	19.99		
	480 DSO Channel Capacity - 1 per 20 DS1s		UEPMG	VUM480			2,637.40	0.00	0.00					19.99	19.99		
	576 DSO Channel Capacity - 1 per 24 DS1s		UEPMG	VUM576			3,164.88	0.00	0.00					19.99	19.99		
	672 DSO Channel Capacity - 1 per 28 DS1s		UEPMG	VUM672			3,692.36	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiple of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC-Conversion (Currently Combined) with or w/o DST Allowed Charges		UEPMG	USAC4			0.00	303.61	15.74					19.99	19.99		
	System Additions at End User Locations Where 4-W DS1 Loop with Channelization with Port Combination Currently Exists																
	New (Not Currently Combined) in GA, KY, LA, MS & TN Only		UEPMG	VUM04			0.00	704.68	441.48	138.36	16.41			19.99			
	New GA, LA, KY, MS, & TN Only																
	Bipolar & Zero Substitution																
	Clear Channel Capability Format - Superframe - Subsequent Activity Only		UEPMG	CCOSF			0.00	0.00	590.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only		UEPMG	CCOEF			0.00	0.00	590.00								
	Alternate Mark Inversion (AMI)																
	Superframe Format		UEPMG	MCOSF			0.00	0.00	0.00								
	Extended Superframe Format		UEPMG	MCOPO			0.00	0.00	0.00								

CATEGORY	RATE ELEMENTS
1	1.0000
2	1.0000
3	1.0000
4	1.0000
5	1.0000
6	1.0000
7	1.0000
8	1.0000
9	1.0000
10	1.0000
11	1.0000
12	1.0000
13	1.0000
14	1.0000
15	1.0000
16	1.0000
17	1.0000
18	1.0000
19	1.0000
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21	1.0000
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87	1.0000
88	1.0000
89	1.0000
90	1.0000
91	1.0000
92	1.0000
93	1.0000
94	1.0000
95	1.0000
96	1.0000
97	1.0000
98	1.0000
99	1.0000
100	1.0000

AMT-12/11/10

UNBUNDLED NETWORK ELEMENTS - Tennessee																			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)						Attachment: 2				Exhibit: B			
						Reg	Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	SOME C	SOME M	SOME M	SOME M	SOME M	SOME M	SOME M
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																			
UNE Port Loop Combination Rates																			
	2W VG Loop/Port Combo - Zone 1		1			26.48													
	2W VG Loop/Port Combo - Zone 2		2			30.31													
	2W VG Loop/Port Combo - Zone 3		3			35.32													
UNE Loop Rates																			
	2W Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48													
	2W Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31													
	2W Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32													
2-Wire Voice Grade Line Port (BUS)																			
	2W voice unbundled port w/o Caller ID - bus			UEPBX	UEPBL	14.00	90.00		90.00										
	2W voice unbundled port with Caller ID - bus			UEPBX	UEPBC	14.00	90.00		90.00										
	2W voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00		90.00										
	2W voice unbundled TN Bus 2-Way Area Calling Port Economy Option			UEPBX	UEPAV	14.00	90.00		90.00										
	2W voice unbundled TN Bus 2-Way Area Calling Port Standard Option			UEPBX	UEPAC	14.00	90.00		90.00										
	2W voice unbundled TN Bus 2-Way Coleridge and Memphis Local Calling Port (B2F)			UEPBX	UEPAD	14.00	90.00		90.00										
	2W voice unbundled TN Bus 2-Way Coleridge and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00													
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2W VG Loop / Line Port Combination - Switch as-is			UEPBX	USAC2		41.50		41.50										
	2W VG Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50		41.50										
Add'l NRCs																			
	NRC - 2W VG Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00		0.00										
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																			
UNE Port Loop Combination Rates																			
	2W VG Loop/Port Combo - Zone 1		1			26.48													
	2W VG Loop/Port Combo - Zone 2		2			30.31													
	2W VG Loop/Port Combo - Zone 3		3			35.32													
UNE Loop Rates																			
	2W Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48													
	2W Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31													
	2W Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32													
2-Wire Voice Grade Line Port Rates (RES - PBX)																			
	2W VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPBX	UEPRD	14.00	90.00		90.00										
LOCAL NUMBER PORTABILITY																			
	Local Number Portability (1 per port)			UEPBX	LNPCP	3.15													
FEATURES																			
NONRECURRING CHARGES - CURRENTLY COMBINED																			
	2W VG Loop / Line Port Combination - Switch as-is			UEPBX	USAC2		41.50		41.50										
	2W VG Loop / Line Port Combination - Switch with Change			UEPBX	USACC		41.50		41.50										
Add'l NRCs																			
	2W Loop/Line Side Port Combination-Non feature-Subsequent Activity-						0.00		0.00										
	PBX Subsequent Activity - Change/Recharge Multiple Hunt Group						14.64		14.64										
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																			
UNE Port Loop Combination Rates																			
	2W VG Loop/Port Combo - Zone 1		1			26.48													
	2W VG Loop/Port Combo - Zone 2		2			30.31													
	2W VG Loop/Port Combo - Zone 3		3			35.32													
UNE Loop Rates																			
	2W Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48													
	2W Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31													
	2W Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32													
2-Wire Voice Grade Line Port Rates (BUS - PBX)																			
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPBX	UEPPC	14.00	90.00		90.00										
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPBX	UEPPO	14.00	90.00		90.00										
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPBX	UEPPI	14.00	90.00		90.00										
	2W Voice Unbundled PBX LD Terminal Ports			UEPBX	UEPLD	14.00	90.00		90.00										
	2W Voice Unbundled 2-Way Combination PBX TN Calling Port			UEPBX	UEPT2	14.00													

UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(S)						Attachment: 2			
						Rec	Nonrecurring		Nonrecurring			Svc Order Charge - Manual	Svc Order Charge - Manual	Incremental Charge - Manual	Incremental Charge - Manual
							First	Add'l	First	Add'l		per LSR	per LSR	1st	Electronic Disc 1st
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPPX	UEPTO	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled PBX Toll Terminal Hotel Port			UEPPX	UEPXB	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled PBX LD DDD Terminal Port			UEPPX	UEPXC	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative			UEPPX	UEPXL	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative			UEPPX	UEPXN	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room			UEPPX	UEPXD	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled PBX Conference & Meeting Calling Port			UEPPX	UEPXU	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Voice Unbundled 2-Way PBX TN Response Calling Port			UEPPX	UEPXV	14.00	90.00	90.00				30.89	30.89	7.03	
	LOCAL NUMBER PORTABILITY			UEPPX	LNPCL	3.15									
	Local Number Portability (1 per port)														
	FEATURES														
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W VG Loop Line Port Combination - Switch As-Is			UEPPX	USAC2		41.50	41.50				30.89	30.89	7.03	
	2W VG Loop Line Port Combination - Switch with Change			UEPPX	USAC3		41.50	41.50				30.89	30.89	7.03	
	Add'l NRCS			UEPPX	USAS2		0.00	0.00				30.89	30.89	7.03	
	2W VG Loop Line Port Combination - Subsequent						0.00	0.00							
	2W Loop Line Side Port Combination - Non feature - Subsequent Activity-						0.00	0.00							
	Nonrecurring						14.64	14.64				19.99	19.99	19.99	19.99
	PBX Subsequent Activity - Change/Rearrange Multiple Hunt Group														
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT														
	UNE Port/Loop Combination Rates														
	2W VG Coin Port/Loop Combo - Zone 1		1			26.48									
	2W VG Coin Port/Loop Combo - Zone 2		2			30.31									
	2W VG Coin Port/Loop Combo - Zone 3		3			35.32									
	UNE Loop Rates														
	2W Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48									
	2W Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31									
	2W Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (Coin)														
	2W Coin 2-Way w/o Operator Screening and w/o Blocking			UEPCO	UEPTB	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD			UEPCO	UEPTA	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Coin 2-Way with Operator Screening and 011 Blocking			UEPCO	UEPTA	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPTC	14.00	90.00	90.00				30.89	30.89	7.03	
	2W Coin Outward with Operator Screening and 011 Blocking			UEPCO	UEPTC	14.00	90.00	90.00				30.89	30.89	7.03	
	011+, and Local (TN)			UEPCO	UEPTC	14.00	90.00	90.00				30.89	30.89	7.03	
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPCO	LNPCL	0.35									
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W VG Loop Line Port Combination - Switch As-Is			UEPCO	USAC2		41.50	41.50				30.89	30.89	7.03	
	2W VG Loop Line Port Combination - Switch with Change			UEPCO	USAC3		41.50	41.50				30.89	30.89	7.03	
	Add'l NRCS			UEPCO	USAS2		0.00	0.00				30.89	30.89	7.03	
	2W VG Loop Line Port Combination - Subsequent														
	UNBUNDLED CENTREX PORT/LOOP COMBINATIONS														
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
	UNE-P CENTREX - 1AESS - (Valid in AL, GA, KY, LA, MS, AR, TN only)														
	2-Wire VG Loop/2-Wire Voice Grade Port (CentreX) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2W VG Loop/2W VG Port (CentreX) Port Combo - Non-Design		1	UEP91		14.18									
	2W VG Loop/2W VG Port (CentreX) Port Combo - Non-Design		2	UEP91		18.01									
	2W VG Loop/2W VG Port (CentreX) Port Combo - Non-Design		3	UEP91		23.02									

UNBUNDLED NETWORK ELEMENTS - Tennessee													
CATEGORY	RATE ELEMENTS	Interf	Zone	BCS	USOC	RATES(\$)				Attachment: 2			
						Rec	Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	Exhibit: B
UNE Ports	UNE Port/Loop Combination Rates (Design)												
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		1	UEP91		18.26							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		2	UEP91		23.33							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		3	UEP91		29.98							
	UNE Loop Rate												
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48							
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31							
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32							
	2W Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56							
	2W Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63							
	2W Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28							
All States (Except North Carolina and South Carolina)	2W Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (Centrex 800 termination) Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (Centrex with Caller ID) Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (Centrex from diff Serving Wire Center) Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (Centrex 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91			
	2W VG Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91			
	2W VG Port terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91			
	AL, KY, LA, MS, & TN Only												
	2W Voice Grade Port (Centrex)			UEP91	UEPOA	1.70	22.14	15.25	8.45	3.91			
	2W Voice Grade Port (Centrex 800 termination)			UEP91	UEPOB	1.70	22.14	15.25	8.45	3.91			
Local Switching	2W Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPOH	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP91	UEPOM	1.70	22.14	15.25	8.45	3.91			
	2W VG Port (DII Serving Wire Center - 800 Service Term			UEP91	UEPOZ	1.70	22.14	15.25	8.45	3.91			
	2W VG Port terminated in on Megalink or equivalent			UEP91	UEPO9	1.70	22.14	15.25	8.45	3.91			
	2W VG Port terminated on 800 Service Term			UEP91	UEPO2	1.70	22.14	15.25	8.45	3.91			
	Local Switching												
	Centrex Intercom Functionality, per port			UEP91	URECS	0.6381							
	Local Number Portability												
	Local Number Portability (1 per port)			UEP91	LNPC	0.35							
	Features												
Features	All Standard Features Offered, per port			UEP91	UEPYF	0.00							
	All Select Features Offered, per port			UEP91	UEPY5	0.00	433.78						
	All Centrex Control Features Offered, per port			UEP91	UEPYC	0.00							
	NARS												
	Unbundled Network Access Register - Combination			UEP91	UARGX	0.00	0.00	0.00					
	Unbundled Network Access Register - Initial			UEP91	UARGX	0.00	0.00	0.00					
	Unbundled Network Access Register - Outdial			UEP91	UARGX	0.00	0.00	0.00					
	Miscellaneous Terminations												
	2-Wire Trunk Side			UEP91	CENAG	8.78	22.14	15.25	8.45	3.91			
	Trunk Side Terminations, each			UEP91	CENAG	8.78	22.14	15.25	8.45	3.91			
Interface Channel Mileage - 2-Wire	Interface Channel Facilities Termination - Voice Grade			UEP91	MGBC	18.58	22.14	15.25	8.45	3.91			
	Interface Channel Mileage, per mile or fraction of mile			UEP91	MGBC	0.0174							
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Services												
	D4 Channel Bank Feature Activations												
	Feature Activation on D-4 Channel Bank Centrex Loop Side			UEP91	IPOMS	0.66							
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Side			UEP91	IPOM6	0.66							
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Side			UEP91	IPOM7	0.66							
	Feature Activation on D-4 Channel Bank Centrex Loop Side - Different WC			UEP91	IPOMV	0.66							
	Feature Activation on D-4 Channel Bank Private Line Loop Side			UEP91	IPOMV	0.66							
	Feature Activation on D-4 Channel Bank The Line/Trunk Loop Side			UEP91	IPOMV	0.66							
Non-Recurring Charges (NRC) Associated with UNE-P Centrex	Conversion - Currently Combined Switch-as-is with allowed changes, per port			UEP91	USAC2	1.03	0.29						
	New Centrex Standard Common Block			UEP91	MIACC	658.80							
	New Centrex Customized Common Block			UEP91	MIACC	658.80							
	Secondary Block, per Block			UEP91	M2CC1	73.55							
	NAR Establishment Charge, Per Occasion			UEP91	URECA	68.57							
SOMECS	SOMECS												
	SOMECS												
	SOMECS												
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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submit d Elec per LSR	Svc Order Submit d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Add'l
	UNE-P CENTREX - SESS (Valid in All States)					Rec	Nonrecurring	First	Add'l	Nonrecurring	First	Add'l	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo												
	UNE Port/Loop Combination Rates (Non-Design)												
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		2	UEP95		18.01							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		3	UEP95		23.02							
	UNE Port/Loop Combination Rates (Design)												
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		1	UEP95		18.26							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		2	UEP95		23.33							
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		3	UEP95		29.98							
	UNE Loop Rate												
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48							
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31							
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32							
	2W Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56							
	2W Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63							
	2W Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28							
	UNE Port Rate												
	All States												
	2W Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port (Centrex with Caller ID) Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port (Centrex from diff Serving Wire Center) Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	AL, KY, LA, MS, SC, & TN Only												
	2W Voice Grade Port (Centrex)			UEP95	UEPOA	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W Voice Grade Port (Centrex 800 termination)			UEP95	UEPOB	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPOH	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP95	UEPOM	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPOZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port terminated in on Megalink or equivalent			UEP95	UEPO9	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	2W VG Port terminated on 800 Service Term			UEP95	UEPO2	1.70	22.14	15.25	8.45	3.91	30.89	7.03	
	FL & GA Only												
	Local Switching												
	Centrex Intercom Functionality, per port			UEP95	UNECS	0.6381							
	Local Number Portability												
	Local Number Portability (1 per port)			UEP95	LNPPC	0.35							
	Features												
	All Standard Features Offered, per port			UEP95	UEPVF	0.00					30.89	7.03	
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78				30.89	7.03	
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00					30.89	7.03	
	NARS												
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00					
	Unbundled Network Access Register - Indial			UEP95	UARI1X	0.00	0.00	0.00					
	Unbundled Network Access Register - Outdial			UEP95	UARO1X	0.00	0.00	0.00					
	Miscellaneous Terminations												
	2-Wire Trunk Side												
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47	30.89	7.03	
	4-Wire Digital (1,544 Megabits)												
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15			30.89	7.03	
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67						
	Interoffice Channel Mileage - 2-Wire												
	Interoffice Channel Facilities Termination			UEP95	M1GBC	18.58	22.14	15.25	8.45	3.91			
	Interoffice Channel Mileage, per mile or fraction of mile			UEP95	M1GBM	0.0174							
	Feature Activations (DSO) Centrex Loops on Channelized DS1 Service												
	D4 Channel Bank Feature Activations												
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66							
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP95	1PQW6	0.66							
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66							

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Inter m Zone	BCS	USOC	RATES(\$)						Attachment: 2						Exhibit: B	
					Pec	Nonrecurring First	Add'l	Nonrecurring First	Add'l		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental at Charge - Manual Svc Order vs. Electronic Disc 1st	Incremental at Charge - Manual Svc Order vs. Electronic Disc Add'l
	Feature Activation on D-4 Channel Bank Centrex Loop Sld - Different W/C		UEP95	IPOMP	0.66													
	Feature Activation on D-4 Channel Bank Private Line Loop Sld		UEP95	IPQWV	0.66													
	Feature Activation on D-4 Channel Bank The Line Trunk Loop Sld		UEP95	IPQWV	0.66													
	Feature Activation on D-4 Channel Bank WATS Loop Sld		UEP95	IPQWV	0.66													
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-A-Is with allowed changes, per port		UEP95	USAC2		1.03	0.29					30.89						
	New Centrex Standard Common Block		UEP95	MIACS	0.00	658.60						30.89						
	New Centrex Customized Common Block		UEP95	MIACS	0.00	658.60						30.89						
	NAT Establishment Charge - Per Occasion		UEP95	MECA	0.00	68.57						30.89						
	UNE-P CENTREX - DMS100 (Valid in All States)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	1	UEP9D		14.18													
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	2	UEP9D		18.01													
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design	3	UEP9D		23.02													
	UNE Port/Loop Combination Rates (Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	1	UEP9D		18.26													
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	2	UEP9D		23.33													
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design	3	UEP9D		29.98													
	UNE Loop Rate																	
	2W Voice Grade Loop (SL 1) - Zone 1	1	UEP9D	UECS1	12.48													
	2W Voice Grade Loop (SL 1) - Zone 2	2	UEP9D	UECS1	16.31													
	2W Voice Grade Loop (SL 1) - Zone 3	3	UEP9D	UECS1	21.32													
	2W Voice Grade Loop (SL 2) - Zone 1	1	UEP9D	UECS2	16.56													
	2W Voice Grade Loop (SL 2) - Zone 2	2	UEP9D	UECS2	21.63													
	2W Voice Grade Loop (SL 2) - Zone 3	3	UEP9D	UECS2	28.28													
	UNE Port Rate																	
	2W Voice Grade Port (Centrex) Basic Local Area		UEP9D	UEPVA	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex 800 termination) Basic Local Area		UEP9D	UEPVA	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-PSET) Basic Local Area		UEP9D	UEPVC	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5209) Basic Local Area		UEP9D	UEPVD	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5209) Basic Local Area		UEP9D	UEPVE	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M512) Basic Local Area		UEP9D	UEPVE	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5312) Basic Local Area		UEP9D	UEPVG	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91			30.89						
	2W VG Port (Centrex / EBS-M5208) Basic Local Area		UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91	</								

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2	Exhibit: B
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic Disc 1st Add'l
						Rec	Nonrecurring	Nonrecurring	Nonrecurring			OSR RATES (\$)			
							Final	Add'l	Final	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	2W Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPOE	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPOF	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPOG	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPOT	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPOU	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPOV	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPOJ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port (Centrex with Cable ID)			UEP9D	UEPOH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/Cable ID/M5q Wdg Lamp Indication)3			UEP9D	UEPOI	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex from dft Servng Wire Center)2			UEP9D	UEPOM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-P5E12) 3			UEP9D	UEPOP	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5009)2, 3			UEP9D	UEPOO	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5112)2, 3			UEP9D	UEPOR	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5312)2, 3			UEP9D	UEPOS	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5009)2, 3			UEP9D	UEPO4	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5208)2, 3			UEP9D	UEPO5	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5216)2, 3			UEP9D	UEPO6	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5316)2, 3			UEP9D	UEPO7	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex/differ SMC /EBS-M5316)2, 3			UEP9D	UEPOZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port, Dft Servng Wire Center - 000 Service Term			UEP9D	UEPO9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W Voice Grade Port Terminated on B00 Service Term			UEP9D	UEPOZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	Local Switching			UEP9D	URECS	0.6391									
	Centrex Intercom Functionality, per port														
	Local Number Portability			UEP9D	LNPOC	0.35									
	Local Number Portability (1 per port)														
	Features			UEP9D	UEPVF	0.00					30.89	7.03			
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00	433.78				30.89	7.03			
	All Select Features Offered, per port			UEP9D	UEPVC	0.00					30.89	7.03			
	All Centrex Control Features Offered, per port														
	NARS			UEP9D	UARCX	0.00	0.00	0.00							
	Unbundled Network Access Register - Combination			UEP9D	UARIX	0.00	0.00	0.00							
	Unbundled Network Access Register - Inward			UEP9D	UARIX	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial			UEP9D	UAROY	0.00	0.00	0.00							
	Miscellaneous Terminations														
	2-Wire Trunk Side			UEP9D	CEMD6	8.78	22.14	15.25	8.45	3.91	30.89	7.03			
	Trunk Side Terminations, each														
	4-Wire Digital (1.544 Megabits)			UEP9D	M1HD1	35.55	75.93	38.15			30.89	7.03			
	DS1 Circuit Terminations, each			UEP9D	M1HD0	0.00	108.67								
	DS0 Channels Activated per Channel														
	Interface Channel Mileage - 2-Wire			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91	30.89	7.03			
	Interface Channel Facilities Termination			UEP9D	MIGBM	0.0174									
	Interface Channel mileage, per mile or fraction of mile														
	Feature Activations (DS0) Centrex Loop on Channelized DS1 Service														
	Feature Activations (DS0) Centrex Loop on Channelized DS1 Service			UEP9D	IPOMS	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	IPOM6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	IPOM7	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	IPOMW	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	IPOMW	0.66									
	Feature Activation on D-4 Channel Bank The Line/Trunk Loop Slot			UEP9D	IPOMA	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot														
	Non-Rescuing Changes (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch As-is with allowed changes, per			UEP9D	USAC2		1.03	0.29			30.89	7.03			
	port			UEP9D	MIACS	0.00	658.60				30.89	7.03			
	New Centrex Customized Common Block			UEP9D	MIACS	0.00	658.60				30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57				30.89	7.03			

Attachment: 2	Exhibit: B
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UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Attachment: 2				Exhibit: B		
						Rec	Nonrecuring	First	Add'l	Nonrecuring	First	Add'l	SOME C	SOME N	SOME N	SOME N
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	IFQWV	0.66										
	Feature Activation on D-4 Channel Bank The Line/Trunk Loop Slot			UEP9E	IFQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	IFQWA	0.66										
	Non-Recuring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch As-is with allowed charges, per port			UEP9E	USAC2		1.03		0.29					30.89	7.03	
	New Centrex Standard Common Block			UEP9E	MIACS	0.00	658.60							30.89	7.03	
	New Centrex Customized Common Block			UEP9E	MIACC	0.00	658.60							30.89	7.03	
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57							30.89	7.03	
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port Loop Combination Rates (Non-Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		2	UEP93		18.01										
	2W VG Loop/2W VG Port (Centrex) Port Combo - Non-Design		3	UEP93		23.02										
	UNE Port Loop Combination Rates (Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		1	UEP93		18.26										
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		2	UEP93		23.33										
	2W VG Loop/2W VG Port (Centrex) Port Combo - Design		3	UEP93		29.98										
	UNE Loop Rate															
	2W Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2W Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2W Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2W Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2W Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2W Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2W Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port (Centrex 800 termination) Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port (Centrex with Caller ID) Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port (Centrex from diff Serving Wire Center) Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port (Centrex from diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W Voice Grade Port (Centrex)			UEP93	UEPOA	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W Voice Grade Port (Centrex 800 termination)			UEP93	UEPOB	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W Voice Grade Port (Centrex with Caller ID)			UEP93	UEPOH	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port (Centrex from diff Serving Wire Center)2			UEP93	UEPOM	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port, DHI Serving Wire Center - 800 Service Term			UEP93	UEPOZ	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W VG Port terminated in on Megalink or equivalent			UEP93	UEPO9	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	2W Voice Grade Port terminated on 800 Service Term			UEP93	UEPO2	1.70	22.14	15.25	8.45	3.91				30.89	7.03	
	Local Switching															
	Centrex Intercom Functionality, per port			UEP93	URECS	0.6381										
	Local Number Portability			UEP93	LNOCG	0.35										
	Local Number Portability (1 per port)			UEP93												
	Features															
	AI Standard Features Offered, per port			UEP93	UEPYF	0.00								30.89		
	AI Centrex Control Features Offered, per port			UEP93	UEPYC	0.00								30.89		
	NARS															
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Indial			UEP93	UARIJ	0.00	0.00	0.00	0.00							
	Unbundled Network Access Register - Outdial			UEP93	UAROJ	0.00	0.00	0.00	0.00							
	Miscellaneous Terminations															
	2-Wire Trunk Side			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91				30.89	7.03	
	Trunk Side Terminations, each			UEP93												
	4-Wire Digital (1.544 Megabits)			UEP93	MIH01	36.55	75.93	38.15						30.89	7.03	
	DS1 Circuit Terminations, each			UEP93	MIH01	36.55	75.93	38.15						30.89	7.03	
	DS0 Channels Activated, Per Channel			UEP93	MIH00	0.00	108.67									
	Interoffice Channel Mileage - 2-Wire			UEP93	MI08C	18.58	22.14	15.25	8.45	3.91				30.89	7.03	
	Interoffice Channel Facilities Termination			UEP93												

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Madison River Communications, LLC, ("MRC"), a Delaware corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or MRC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, MRC is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, MRC wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and MRC agree as follows:

1. Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine-state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 USC Section 1 et. seq.).

2. Term of the Agreement

- 2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 USC 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.3.1 Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to MRC

pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to MRC pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) MRC either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. Operational Support Systems

MRC shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1, 2, 3 and 5, as applicable.

4. Parity

When MRC purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to MRC shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of MRC shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by MRC.

5. White Pages Listings

- 5.1 BellSouth shall provide MRC and their customers access to white pages directory listings under the following terms:
- 5.2. Listings. MRC shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include MRC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between MRC and BellSouth subscribers.
- 5.2.1 Rates. So long as MRC provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to MRC one (1) primary White Pages listing per MRC subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting MRC Subscriber Information are found in The BellSouth Business Rules for Local Ordering.
- 5.3.1 Notwithstanding any provision(s) to the contrary, MRC shall provide to BellSouth, and BellSouth shall accept, MRC's Subscriber Listing Information (SLI) relating to MRC's customers in the geographic area(s) covered by this Interconnection Agreement. MRC authorizes BellSouth to release all such MRC SLI provided to BellSouth by MRC to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such MRC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to MRC for BellSouth's receipt of MRC SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of MRC's SLI, or costs on an ongoing basis to administer the release of MRC SLI, MRC shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MRC under this Agreement. MRC shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to

reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MRC listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to MRC any complaints received by BellSouth relating to the accuracy or quality of MRC listings.

- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. MRC will be required to provide to BellSouth the names, addresses and telephone numbers of all MRC customers that wish to be omitted from directories.
- 5.5 Inclusion of MRC Customers in Directory Assistance Database. BellSouth will include and maintain MRC subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and MRC shall provide such Directory Assistance listings at no recurring charge. BellSouth and MRC will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord MRC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to MRC's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the GSST.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to MRC subscribers at no charge or as specified in a separate BAPCO agreement.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of MRC, provide to MRC access to its network elements at any technically feasible point for the provision of MRC's telecommunications service where such access is necessary and failure to provide access would impair the ability of MRC to provide services that it seeks to offer. Any request by MRC for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process.
- 6.2 MRC shall submit any BFR/NBR in writing to MRC's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the

request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include MRC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for MRC, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to MRC end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for MRC end users for the same length of time it maintains such information for its own end users.
- 7.2 Subpoenas Directed to MRC. Where BellSouth is providing to MRC telecommunications services for resale or providing to MRC the local switching function, then MRC agrees that in those cases where MRC receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to MRC end users, and where MRC does not have the requested information, MRC will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.
- 7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

8. Liability and Indemnification

- 8.1 MRC Liability. In the event that MRC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of MRC under this Agreement.
- 8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to MRC for any act or omission of another telecommunications company providing services to MRC.
- 8.3 Limitation of Liability
- 8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort,

shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor MRC shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the

content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. MRC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, MRC may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 10. Proprietary and Confidential Information**
- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and MRC, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary

and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 USC 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

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11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of MRC, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

13.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
Madison River Communications, LLC**

- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney

fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. **Adoption of Agreements**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to MRC any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the

same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

16. Modification of Agreement

16.1 If MRC changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of MRC to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MRC or BellSouth to perform any material terms of this Agreement, MRC or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

21. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

22. Notices

- 22.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Madison River Communications, LLC
Vice President/General Counsel
103 South Fifth St.
P.O. Box 430
Mebane, NC 27302

And

Director Regulatory Affairs
103 South Fifth St.
P.O. Box 430
Mebane, NC 27302

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

22.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

22.3 Notwithstanding the foregoing, BellSouth may provide MRC notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

23. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

24. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

25. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

26. Implementation of Agreement

If MRC is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

27. Filing of Agreement

27.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, MRC shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by MRC. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as MRC is duly certified as a local exchange carrier in such state, except as otherwise required by a state Commission.

27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by MRC prior to filing of the Agreement. The CLEC Louisiana Certification Number for MRC is ____TSP00350____.

28. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

29. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

30. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in

each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to MRC as a requesting carrier under the Act).

32. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by MRC. MRC may elect to purchase said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage

Centralized Message Distribution Service (CMDs)
Calling Name (CNAM)
LNP Data Base Query Service

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Madison River Communications, LLC

By: Original on File

By: Original on File

Name: C. W. Boltz

Name: Bruce Becker

Title: Managing Director

Title: President & COO

Date: June 27, 2001

Date: June 27, 2001

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to MRC purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

- 2.1 **COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 **END USER** means the ultimate user of the Telecommunications Service.
- 2.5 **END USER CUSTOMER LOCATION** means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 **RESALE** means an activity wherein a certificated CLEC, such as MRC, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to MRC for resale those telecommunications services BellSouth makes available, pursuant to its

General Subscriber Services Tariff (GSST) and Private Line Services Tariff (PLST), to customers who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

- 3.2 MRC may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 MRC must resell services to other End Users.
 - 3.2.2 MRC must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 MRC cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 MRC will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from MRC for said services.
- 3.4 MRC will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of MRC. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of MRC. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 When a subscriber of MRC or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.
 - 3.5.2 BellSouth and MRC will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or MRC to the other Party until such time that the order for service has been completed.

- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 For the purpose of the resale of BellSouth's telecommunications services by MRC, BellSouth will provide MRC with on line access to telephone numbers for reservation on a first come first served basis. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. MRC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that MRC cancel its reservations of numbers. MRC shall comply with such request.
- 3.8 Further, upon MRC's request, and for the purpose of the resale of BellSouth's telecommunications services by MRC, BellSouth will reserve up to 100 telephone numbers per CLLIC, for MRC's sole use. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. MRC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of MRC's reasonable need in that particular CLLIC.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to MRC's End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If MRC or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, MRC has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to MRC remain the property of BellSouth.
- 3.15 White page directory listings for MRC End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, MRC shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth MRC shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that MRC and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for MRC per the BFR/NBR process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

- 3.21 In the event MRC acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to MRC that Special Assembly at the wholesale discount at MRC's option. MRC shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 BellSouth shall provide 911/E911 for MRC customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate MRC customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the MRC customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and MRC shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to MRC, and MRC shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 4. BellSouth's Provision of Services to MRC**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by MRC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. MRC shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by MRC for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and

conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 MRC may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

- 5.1 MRC will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 MRC or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 MRC accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 MRC will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, MRC shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill MRC for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact MRC's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, MRC will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MRC's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an

Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service.

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 MRC shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that MRC will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for MRC's End User customer. MRC must, however, be able to demonstrate End User authorization upon request.
- 6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from MRC to BellSouth or will accept a request from another CLEC for conversion of the End User's service from MRC to such other CLEC. Upon completion of the conversion BellSouth will notify MRC that such conversion has been completed.
- 6.5 If BellSouth determines that an unauthorized change in local service to MRC has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess MRC as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the GSST, will also be assessed to MRC. These charges can be adjusted if MRC provides satisfactory proof of authorization.
- 6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
 - 6.6.1 Such security deposit shall take the form of cash for cash equivalent, an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
 - 6.6.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
 - 6.6.3 Such security deposit shall be two months' estimated billing.
 - 6.6.4 The fact that a security deposit has been made in no way relieves MRC from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.6.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, changes in MRC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.6.6 In the event service to MRC is terminated due to MRC's default on its account, any security deposits held will be applied to MRC's account.

6.6.7 Interest on a cash or cash equivalent security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for MRC. MRC is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an OCN assigned by NECA and a tax exemption certificate, if applicable.

7.2 BellSouth shall bill MRC on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of MRC. MRC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by MRC from MRC's End User. BellSouth will not become involved in billing disputes that may arise between MRC and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.

7.4 BellSouth will render bills each month on established bill days for each of MRC's accounts.

7.5 BellSouth will bill MRC in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill MRC, and MRC will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due

date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.

7.6.2 If MRC requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to MRC.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from MRC, the total amount billed to MRC will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. MRC will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to MRC's End User.

- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST or Section B2 of the PLST, as applicable. MRC will be charged a fee for all returned checks as set forth in Section to A2 of the GSST or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- 7.10 BellSouth will not perform billing and collection services for MRC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between MRC and MRC's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, MRC shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with MRC to resolve the matter in as timely a manner as possible. MRC may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an End User are as follows:
- 8.1.1 BellSouth will deny service to MRC's End User on behalf of, and at the request of, MRC. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of MRC.
- 8.1.2 At the request of MRC, BellSouth will disconnect a MRC End User customer.
- 8.1.3 All requests by MRC for denial or disconnection of an End User for nonpayment must be in writing.
- 8.1.4 MRC will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise MRC when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by MRC and/or the End User against any claim, loss or damage arising from providing this information to MRC. It is the responsibility of MRC to take

the corrective action necessary with its End Users who make annoying calls.
(Failure to do so will result in BellSouth's disconnecting the End User's service.)

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to MRC are as follows:
 - 8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by MRC of the rules and regulations of BellSouth's Tariffs.
 - 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to MRC, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by MRC to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to MRC, if payment is not received by the thirtieth day following the date of the notice.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and MRC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to MRC without further notice.
 - 8.2.5 Upon discontinuance of service on a MRC account, service to MRC's End Users will be denied. BellSouth will also reestablish service at the request of the End User or MRC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MRC is solely responsible for notifying the End User of the proposed disconnection of the service.
 - 8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to MRC's Account Manager stating a requested activation date.

10. RAO Hosting

- 10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.
- 11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by MRC for the purposes of resale to MRC End Users shall be available at the following discount off of the retail rate. If MRC cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if MRC provides its own operator services and directory services, the discount shall be 21.56%. MRC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which MRC may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from MRC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from MRC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECH	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event MRC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

MRC will incur an OSS charge for an accepted LSR that is later canceled by MRC.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Threshold Billing Plan

MRC will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Exclusions and Limitations On Services Available for Resale

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates: (a) the stated tariff rate, less the wholesale discount; (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth GSST.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of MRC and pursuant to which BellSouth, its LIDB customers and MRC shall have access to such information. MRC understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of MRC, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to MRC's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify MRC of fraud alerts so that MRC may take action it deems appropriate. MRC understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by MRC pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to MRC for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

MRC understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. MRC further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from End Users. Additionally, MRC understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on MRC's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate MRC's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) MRC agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MRC's End User accounts which are resident in LIDB pursuant to this Agreement. MRC authorizes BellSouth to place such charges on MRC's bill from BellSouth and agrees that it shall pay all such charges. Charges for which MRC hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) MRC shall have the responsibility to render a billing statement to its End Users for these charges, but MRC's obligation to pay BellSouth for the charges billed shall be independent of whether MRC is able or not to collect from MRC's End Users.
- (d) BellSouth shall not become involved in any disputes between MRC and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MRC. It shall be the responsibility of MRC and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

- A. MRC will not be charged a fee for storage services provided by BellSouth to MRC, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by MRC in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. This LIDB Storage Agreement constitutes the entire Agreement between MRC and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. GENERAL

This Addendum sets forth the terms and conditions for MRC's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by MRC, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by MRC.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by MRC.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. MRC will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of MRC. BellSouth will not issue line-based calling cards in the name of MRC's individual End Users. In the event that MRC wants to include calling card numbers assigned by MRC in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether MRC has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

1. Upon written request from MRC, BellSouth will provide the Optional Daily Usage File (ODUF) service to MRC pursuant to the terms and conditions set forth in this section.
2. MRC shall furnish all relevant information required by BellSouth for the provision of ODUF.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a MRC customer.

Charges for delivery of ODUF will appear on MRC's monthly bills. The charges are as set forth in Exhibit F to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in MRC's billing system will be the responsibility of MRC. If, however, MRC should encounter significant volumes of errored messages that prevent processing by MRC within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to MRC:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)

- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to MRC.

6.1.4 In the event that MRC detects a duplicate on ODUF they receive from BellSouth, MRC will drop the duplicate message (MRC will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 ODUF will be distributed to MRC via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MRC for the purpose of data transmission. Where a dedicated line is required, MRC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MRC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MRC. Additionally, all message toll charges associated with the use of the dial circuit by MRC will be the responsibility of MRC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MRC end for the purpose of data transmission will be the responsibility of MRC.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MRC which BellSouth RAO is sending the message. BellSouth and MRC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MRC and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 MRC will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. MRC will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MRC by BellSouth.

6.5 Control Data

MRC will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MRC received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by MRC for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from MRC, BellSouth shall send test files to MRC for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that MRC set up a production (LIVE) file. The live test may consist of MRC's employees making test calls for the types of services MRC requests on ODUF. These test calls are logged by MRC, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from MRC, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to MRC pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. MRC shall furnish all relevant information required by BellSouth for the provision of EODUF.
3. EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of EODUF will appear on MRC's monthly bills. The charges are as set forth in Exhibit F to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of MRC will be the responsibility of MRC. If, however, MRC should encounter significant volumes of errored messages that prevent processing by MRC within its systems, BellSouth will work with MRC to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.
 - 7.1 Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to MRC:

Customer usage data for flat rated local call originating from MRC's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

Version 3Q00: 09/29/00

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to MRC.
- 7.1.3 In the event that MRC detects a duplicate on EODUF they receive from BellSouth, MRC will drop the duplicate message (MRC will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
 - 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to MRC over their existing ODUF feed. The EODUF messages will be intermingled among MRC's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MRC for the purpose of data transmission. Where a dedicated line is required, MRC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MRC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MRC. Additionally, all message toll charges associated with the use of the dial circuit by MRC will be the responsibility of MRC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MRC's end for the purpose of data transmission will be the responsibility of MRC.

7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MRC which BellSouth RAO is sending the message. BellSouth and MRC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MRC and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/MRC RATES
ODUF/EODUF

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/CMS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.0001275	\$0.0008811	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.0082548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$28.85	\$55.68	\$47.30	\$54.62	\$54.61	\$54.72	\$54.95
ODUF: Data Transmission (CONNECT/DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.00003	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
* Volume and term arrangements are also available.										

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to MRC in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Agreement.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of MRC to offer telecommunications service in the manner MRC intends.
- 1.2.2 Except upon request by MRC, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3 BellSouth shall, upon request of MRC, and to the extent technically feasible, provide to MRC access to its network elements for the provision of MRC's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 MRC may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner MRC chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by MRC for combining to the designated MRC collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 MRC will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service.
- 1.8 Standards for Network Elements
- 1.8.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 1.9 **Rates**
- The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.10 **Operational Support Systems (OSS)**
- The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
2. **Unbundled Loops, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 **Unbundled Loops**

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.3 The provisioning of service to MRC's collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" (OC) and "Order Coordination - Time Specific" (OC-TS).

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where MRC is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and MRC will be advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which MRC requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. MRC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If MRC specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination	Order Coordination – Time Specific	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Not available	Not available	Not available	Chargeable Option	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis.

- 2.1.7 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by MRC, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1, Section 5, will apply. If MRC cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1, Section 5.
- 2.1.8 If MRC modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by MRC.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any OC or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If MRC requests work to be done for SL1s that requires

BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

- 2.1.11 SL2 loops shall have test points, will be designed with a design layout record provided to MRC, and will be provided with OC. The OC feature will allow MRC to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). UDLs will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR).

Due to technical limitations associated with certain Digital Loop Carrier (DLC) systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL (Integrated Digital Subscriber Line) service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

- 2.1.13 As a chargeable option on all loops except UVL-SL1, UDC and Unbundled Copper Loop (UCL), BellSouth will offer OC-TS. This will allow MRC the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per LSR basis.

- 2.1.14 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned

according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when MRC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs.

- 2.1.15 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is required on UCLs where a reuse of existing facilities has been requested by MRC. OC-TS will not be offered on UCLs.
- 2.1.16 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. MRC may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of MRC's choosing. MRC will determine the type of service that will be provided over the loop.
- 2.1.17 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, MRC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.18 The UCL loop shall be provided to MRC in accordance with BellSouth's Technical Reference 73600.
- 2.1.19 MRC will be responsible for testing and isolating troubles on the loops. Once MRC has isolated a trouble to the BellSouth provided loop, MRC will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.20 If MRC reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge MRC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.21 If MRC reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge MRC for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.22 Technical Requirements

- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then MRC can use the Special Construction (SC) process to request that BellSouth place facilities or otherwise modify facilities in order to meet MRC's request.
- 2.1.22.2 MRC will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by MRC will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 MRC may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if MRC orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by MRC using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, MRC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that MRC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. MRC will determine the type of service that will be provided over the loop. In some cases, MRC may be required to pay additional charges for the removal of certain types of equipment. BellSouth's ULM process will be used to determine the costs and feasibility of these activities.
- 2.1.22.6 In those cases where MRC has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

- 2.1.22.7 The loop shall be provided to MRC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.2 **Unbundled Loop Modifications (Line Conditioning)**
- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by MRC, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.
- 2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.
- 2.2.4 BellSouth shall recover the cost of line conditioning requested by MRC through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 51.507 (e).
- 2.3 **Integrated Digital Loop Carriers**
- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit MRC to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide MRC with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its SC process to determine the additional costs required to provision the loop facilities. MRC will then have the option of paying the SC rates to place the loop facilities or MRC may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).
- 2.4 **Network Interface Device**
- 2.4.1 Definition
- The NID is defined as any means of interconnection of end-user customer inside wire to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service

provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.4.2 BellSouth shall permit MRC to connect MRC's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), MRC may access the end user's wire by any of the following means: BellSouth shall allow MRC to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of MRC to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.

2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

2.4.3.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wiring through a suitable "punch-out" hole of such NID enclosures; or

2.4.3.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., MRC, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be MRC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally-recognized-testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the

disconnected loop must be appropriately cleared, capped and stored. If MRC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for MRC as a chargeable option.

2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with MRC to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to MRC's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. MRC may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When MRC deploys its own local loops with respect to multiple-line termination devices, MRC shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to MRC Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to MRC at MRC's collocation site. System B will allow up to 192 BellSouth loops to be

concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to MRC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act, to the sub-loop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 Unbundled Sub-Loop (distribution facilities)

2.7.1 Definition

2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

- 2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.
- 2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.
- 2.7.2 If MRC requests a UCSL and a non-loaded pair is not available, MRC may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. MRC may order Loop Make-up to determine what loop modifications will be required.
- 2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, MRC would be required to deliver a cable to the BellSouth RT or cross-box in the field to provide continuity to MRC's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. MRC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.
- 2.7.4.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for MRC's use on this cross-connect panel. MRC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where MRC has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.7) to accommodate MRC's request for Unbundled Sub-Loops, MRC may request BellSouth's Special Construction (SC) process to determine additional costs

required to provision the Unbundled Sub-Loops. MRC will have the option of paying the SC charges to modify the BellSouth facilities.

- 2.7.6 Set-up work must be completed before MRC can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice MRC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.7.6.1 Once the set-up is complete, MRC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when MRC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by MRC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.7.6.3 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to MRC pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.8.2 Definition
- 2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.
- 2.8.3 Requirements
- 2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new

or additional NTW beyond existing NTW to provision the services of the Requesting Party.

- 2.8.3.3 Upon notice from the Requesting Party to the Provisioning Party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.
- 2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.
- 2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). MRC will report use of the UNTW pairs on a LSR form submitted to BellSouth's LCSC.
- 2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

- 2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:
- 2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.9 **Unbundled Sub-Loop Concentration System (USLC)**
- 2.9.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide MRC with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into MRC's collocation space. TR-008 and TR303 interface standards are available.
- 2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of MRC's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of MRC's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to MRC's collocation space within the SWC that serves the RT where MRC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.9.3 In these scenarios MRC would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth RT. This cable would be

connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow MRC's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.10 Unbundled Sub-Loop Feeder

2.10.1 Definition

2.10.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.

2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.10.3 USLF can also be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities; 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of MRC's loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

2.10.5.1 MRC will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to MRC. MRC will then have the option of paying the special construction charges or canceling the order.

2.10.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.10.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11 Dark Fiber

2.11.1 Definition

- 2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.
- 2.11.2 Requirements
- 2.11.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to MRC.
- 2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at MRC's request subject to time and materials charges.
- 2.11.2.3 MRC may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.11.2.4 BellSouth shall use its best efforts to provide to MRC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records-based answer and twenty (20) business days for a field-based answer, after receiving a request from MRC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for MRC's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.
- 2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MRC within thirty (30) business days after it receives written confirmation from MRC that the Dark Fiber previously deemed available by BellSouth is wanted for use by MRC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MRC to connect or splice MRC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.11.2.7 MRC may splice and test Dark Fiber obtained from BellSouth using MRC or MRC designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.12 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.13 **Operational Support Systems (OSS)**

2.13.1 BellSouth has developed and made available the following electronic interfaces by which MRC may submit LSRs electronically.

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

2.13.3 Denial/Restoral OSS Charge

2.13.3.1 In the event MRC provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.13.4 Cancellation OSS Charge

2.13.4.1 MRC will incur an OSS charge for an accepted LSR that is later canceled by MRC.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit C.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

2.14.1.1 BellSouth shall make available to MRC loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from MRC ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.14.1.2 BellSouth will provide MRC with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by MRC for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by MRC and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.14.1.3 BellSouth's LMU information is provided to MRC as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.14.1.4 BellSouth offers LMU information for the sole purpose of allowing MRC to determine whether, in MRC's judgment, BellSouth's loops will support the specific services that MRC wishes to provide over those loops. MRC may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, MRC shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. MRC bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. MRC bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with MRC's equipment for accomplishing MRC's end goal for the intended service it wishes to provide its

end-user(s). MRC is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 MRC will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if MRC determines that it needs further loop data information in order to make a determination of loop service capability, MRC may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to MRC.

2.14.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.14.3 LMUSI Types and Associated Charges

MRC may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

2.14.3.1 MRC will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

2.14.3.2 MRC may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which MRC does not plan to place a UNE LSR should be cancelled by MRC. Should MRC wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to MRC for the facility queried. During this holding time and prior to MRC's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure MRC's ability to order the exact facility reserved.

2.14.3.4 If MRC does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.14.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever MRC has reserved a facility through BellSouth's preordering LMU service, should MRC seek to place a subsequent UNE LSR on a reserved facility, MRC shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR, MRC will be billed the appropriate rate element for the specific type UNE loop ordered by MRC as set forth in this Attachment. MRC will not be billed any additional Loop Makeup charges for the loop so ordered. Should MRC choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, MRC will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit C in this Attachment.

2.14.4.2 Where MRC submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to MRC the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by MRC. For those occasions when BellSouth cannot assign the specific facility reserved by MRC during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by MRC during the ordering process, BellSouth will assign to MRC, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by MRC. If the ordered loop type is not available, MRC may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

2.16 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

3. High Frequency Spectrum Network Element

3.1 General

- 3.1.1 BellSouth shall provide MRC access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide MRC with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow MRC the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. MRC shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. MRC shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- 3.1.3 The following loop requirements are necessary for MRC to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide MRC access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If MRC requests that BellSouth condition a loop longer than 18kft and such conditioning significantly degrades the voice services on the loop, MRC shall pay for the loop to be restored to its original state.
- 3.1.4 MRC's termination point is the point of termination for MRC on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect MRC's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to MRC's xDSL equipment in MRC's collocation space.

- 3.1.5 MRC shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 3.2.1 BellSouth will provide MRC with access to the High Frequency Spectrum as follows:
 - 3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of MRC's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 3.2.1.2 Once a splitter is installed on behalf of MRC in a central office, MRC shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 3.2.1.2.1 BellSouth will bill and MRC shall pay the SOMAN and SOMECH charges as described in Section 2.13 of this Agreement when MRC orders High Frequency Spectrum for end-user service.
 - 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide MRC access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide MRC with a carrier notification letter, informing MRC of change. MRC shall purchase ports on the splitter as set forth more fully below.
 - 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the MRC collocation area, if possible; or (ii) in a BellSouth relay rack as close to the MRC DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified MRC DS0 at such time that a MRC end user's service is established.
 - 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and MRC desires to continue providing xDSL service on such loop, MRC shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and MRC desires to continue providing xDSL service on such loop, MRC shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give MRC notice in a reasonable time

prior to disconnect, which notice shall give MRC an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and MRC purchases the full stand-alone loop, MRC may elect the type of loop it will purchase. MRC will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event MRC purchases a voice grade loop, MRC acknowledges that such loop may not remain xDSL compatible.

3.2.1.6 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular loop.

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, MRC must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such loop. MRC may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows MRC to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide MRC the LSR format to be used when ordering the High Frequency Spectrum.

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When MRC submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide MRC with access to the High Frequency Spectrum at the following target intervals:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.3.4 BellSouth will provide to MRC BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide MRC access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and MRC shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

- 3.4.1 MRC shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. MRC may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. MRC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 MRC shall inform its end users to direct data problems to MRC, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 3.4.5 In the event MRC's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify MRC and allow twenty-four (24) hours to cure the trouble. If MRC fails to resolve the trouble, BellSouth may discontinue MRC's access to the High Frequency Spectrum on such loop.

3.5 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. **Switching**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

4.1 **Local Switching**

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to MRC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to MRC for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on MRC regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

4.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for MRC when MRC serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.1.3.3 In the event that MRC orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth

shall charge MRC the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

- 4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by MRC. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.
- 4.1.3.5 BellSouth will provide to MRC customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for MRC's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by MRC. MRC customers may use the same dialing arrangements as BellSouth customers.
- 4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.3.7 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to MRC purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. MRC customers may use the same dialing arrangements as BellSouth customers, but obtain a MRC branded service.
- 4.1.4 Technical Requirements
- 4.1.4.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 4.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 4.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by MRC will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.

- 4.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 4.1.4.6 BellSouth shall activate service for MRC customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to MRC's services without loss of switch feature functionality as defined in this Agreement.
- 4.1.4.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 4.1.4.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.1.4.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 4.1.4.11 Special Services provided by BellSouth will include the following:
 - 4.1.4.11.1 Telephone Service Prioritization;
 - 4.1.4.11.2 Related services for handicapped;
 - 4.1.4.11.3 Soft dial tone where required by law; and
 - 4.1.4.11.4 Any other service required by law.
- 4.1.4.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.1.4.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 4.1.4.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to MRC, upon a reasonable request from MRC. MRC will pay BellSouth for all costs incurred to provide such performance data through the BFR/NBR process.

- 4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 4.1.4.16 BellSouth shall offer to MRC all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 4.1.4.17 Where capacity exists, BellSouth shall assign each MRC customer line the class of service designated by MRC (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from MRC customers to MRC directory assistance operators at MRC's option.
- 4.1.4.18 Where capacity exists, BellSouth shall assign each MRC customer line the class of services designated by MRC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from MRC customers to MRC operators at MRC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to MRC Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 4.1.5 Interface Requirements. BellSouth shall provide the following interfaces to loops:
 - 4.1.5.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.1.5.2 Coin phone signaling;
 - 4.1.5.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 4.1.5.4 Two-wire analog interface to PBX;
 - 4.1.5.5 Four-wire analog interface to PBX;
 - 4.1.5.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 4.1.5.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 4.1.5.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 4.1.5.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

- 4.1.6 BellSouth shall provide access to the following but not limited to:
 - 4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by MRC;
 - 4.1.6.2 Interface to MRC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.1.6.3 Interface to MRC Directory Assistance Services through the MRC switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other MRC required access to interexchange carriers as requested through appropriate trunk interfaces.
- 4.2 **Tandem Switching**
 - 4.2.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
 - 4.2.2 Technical Requirements

Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

 - 4.2.2.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.2.2.2 Tandem Switching will provide screening as jointly agreed to by MRC and BellSouth;
 - 4.2.2.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by MRC;
 - 4.2.2.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 4.2.2.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 4.2.2.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

- 4.2.3 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 4.2.4 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by MRC. Tandem Switching will provide recording of all billable events as jointly agreed to by MRC and BellSouth.
- 4.2.7 Upon a reasonable request from MRC, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to MRC.
- 4.2.8 BellSouth shall maintain MRC's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 4.2.9 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.2.10 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by MRC and BellSouth.
- 4.2.11 Tandem Switching shall process originating toll-free traffic received from MRC's local switch.
- 4.2.12 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.2.13 Interface Requirements
- 4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

- 4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 4.2.13.4 Tandem Switching shall interconnect with MRC's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At MRC's request, Tandem Switching shall record and keep records of traffic for billing.
- 4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for MRC's traffic overflowing from direct end office high usage trunk groups.
- 4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
 - 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of MRC. AIN Selective Carrier Routing will provide MRC with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
 - 4.3.2 MRC shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
 - 4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
 - 4.3.4 Where AIN Selective Carrier Routing is utilized by MRC, the routing of MRC's end user calls shall be pursuant to information provided by MRC and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
 - 4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, MRC shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each MRC end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. MRC shall

pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

4.3.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

4.3.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

4.3.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.4 **Packet Switching Capability**

4.4.1 Definition

The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.4.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.4.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in

the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services MRC seeks to offer;

4.4.2.3 BellSouth has not permitted MRC to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has MRC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.4.2.4 BellSouth has deployed packet switching capability for its own use.

4.4.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.5 **Interoffice Transmission Facilities**

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to MRC for the provision of a telecommunications service.

4.6 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

4.7 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

5. **Unbundled Network Element Combinations**

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE Loops/Special Access Combinations; 3) Loop/Port Combinations; and 4) Transport Combinations.

5.2. For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3. Enhanced Extended Links (EELs)

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to MRC's POP serving wire center. The circuit must be connected to MRC's switch for the purpose of provisioning telephone exchange service to MRC's end-user customers. The EEL will be connected to MRC's facilities in MRC's collocation space at the POP SWC, or MRC may purchase BellSouth's access facilities between MRC's POP and MRC's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to MRC in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to MRC those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to MRC in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to MRC only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.3.5 EEL combinations for DS1 level and above will be available only when MRC provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 5.3.7 Special Access Service Conversions
 - 5.3.7.1 MRC may not convert special access services to combinations of loop and transport network elements, whether or not MRC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless MRC uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent MRC requests to convert any special access services to combinations of loop and transport network elements at UNE prices, MRC shall provide to BellSouth a letter certifying that MRC is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option MRC seeks to qualify for conversion of special access circuits. MRC shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
 - 5.3.7.1.1 MRC certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at MRC's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, MRC is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. MRC can then

use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

- 5.3.7.1.2 MRC certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at MRC's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.7.1.3 MRC certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. MRC does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.7.2 In addition, there may be extraordinary circumstances where MRC is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, MRC may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon MRC's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.3 BellSouth may at its sole discretion audit MRC records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and MRC shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, MRC shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that MRC is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the

Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from MRC.

- 5.3.7.4 MRC may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.8 Rates
 - 5.3.8.1 Georgia
 - 5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
 - 5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 5.3.8.4 To the extent that MRC seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, MRC, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in Attachment 12.
 - 5.3.8.5 All Other States
 - 5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
 - 5.3.8.6 Multiplexing
 - 5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 Other Network Element Combinations

5.4.1.1 In the state of Georgia, BellSouth shall make available to MRC, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to MRC, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that MRC seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, MRC, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in Attachment 12.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.5 UNE/Special Access Combinations

5.5.1 Additionally, BellSouth shall make available to MRC a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent MRC will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to

the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

- 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **Port/Loop Combinations**

- 5.6.1 At MRC's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.
- 5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to MRC if MRC's customer has 4 or more DS0 equivalent lines.
- 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 5.6.2.1 In Georgia, BellSouth shall provide to MRC combinations of port and loop network elements to MRC on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 5.6.2.2 In all other states, BellSouth shall provide to MRC combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

- 5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to MRC combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.
- 5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to MRC combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 5.6.3 **Combination Offerings**
- 5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.7 **Rates**
- The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 5.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

6. Transport, Channelization and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and MRC.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

6.2 BellSouth shall:

6.2.1 Provide MRC exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that MRC could use to provide telecommunications services;

6.2.3 Permit, to the extent technically feasible, MRC to connect such interoffice facilities to equipment designated by MRC, including but not limited to, MRC's collocated facilities; and

6.2.4 Permit, to the extent technically feasible, MRC to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.3 Common (Shared) Transport

6.3.1 **Definition**

6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.

6.3.2 **Technical Requirements of Common (Shared) Transport**

6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

6.3.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

6.4 **Dedicated Transport**

6.4.1 **Definition**

6.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.4.3 **Unbundled Local Channel**

6.4.4 Unbundled Local Channel is the dedicated transmission path between MRC's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.4.5 **Unbundled Interoffice Channel**

6.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

6.4.7 BellSouth shall offer Dedicated Transport in each of the following ways:

- 6.4.7.1 As capacity on a shared UNE facility.
- 6.4.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to MRC. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 6.4.8 When Dedicated Transport is provided it shall include:
 - 6.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
 - 6.4.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 6.4.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
- 6.4.10 Technical Requirements
 - 6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.
 - 6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to MRC designated traffic.
 - 6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
 - 6.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
 - 6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
 - 6.4.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.4.10.6.1 DS0 Equivalent;
 - 6.4.10.6.2 DS1;
 - 6.4.10.6.3 DS3;

- 6.4.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by MRC.
- 6.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.4.11.1 BellSouth Technical References:
 - 6.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.4.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.4.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.4.12 Provided that the facility is used to transport a significant amount of local exchange services MRC shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.
- 6.5 **Unbundled Channelization**
 - 6.5.1 BellSouth agrees to offer access to Unbundled Channelization (UC) when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.
 - 6.5.2 Definition
 - 6.5.2.1 UC provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 UNE or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, MRC can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
 - 6.5.3 Channelization capabilities will be as follows:

- 6.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
- 6.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
- 6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.5.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.5.8 Technical Requirements
 - 6.5.8.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.5.8.2 DS0 to DS1 Channelization
 - 6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, MegaLink[®] Service, MegaLink[®] Channel Service, MegaLink[®] Plus Service, and MegaLink[®] Light Service Interface and Performance Specification.
 - 6.5.8.3 DS1 to DS3 Channelization
 - 6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate[®] Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

6.6.3 Requirements

6.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to MRC.

6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at MRC's request subject to time and materials charges.

6.6.3.3 MRC may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to MRC information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MRC ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for MRC's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.

6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to MRC within thirty (30) business days after it receives written confirmation from MRC that the

Dark Fiber previously deemed available by BellSouth is wanted for use by MRC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MRC to connect or splice MRC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.6.3.7 MRC may splice and test Dark Fiber obtained from BellSouth using MRC or MRC designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.7 Rates

6.7.1 The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. .

6.8 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by MRC. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide MRC with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the

national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by MRC.

7.1.2.3 The SCP shall also provide, at MRC's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. . If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

7.3 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

8 **Line Information Database (LIDB)**

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability

to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

8.2.4 BellSouth will offer to MRC any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1 BellSouth shall process MRC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to MRC what additional functions (if any) are performed by LIDB in the BellSouth network.

8.2.4.2 Within two (2) weeks after a request by MRC, BellSouth shall provide MRC with a list of the customer data items, which MRC would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

8.2.4.6 All additions, updates and deletions of MRC data to the LIDB shall be solely at the direction of MRC. Such direction from MRC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

8.2.4.7 BellSouth shall provide priority updates to LIDB for MRC data upon MRC's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of MRC customer records will be missing from LIDB, as measured by MRC audits. BellSouth will audit MRC records in LIDB against DBAS to identify record mismatches and provide this data to a designated MRC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to MRC within one business day of

audit. Once reconciled records are received back from MRC, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact MRC to negotiate a time frame for the updates, not to exceed three business days.

- 8.2.4.9 BellSouth shall perform backup and recovery of all of MRC's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide MRC with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between MRC and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of MRC data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by MRC in writing.
- 8.2.4.12 BellSouth shall provide MRC performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by MRC at least at parity with BellSouth Customer Data. BellSouth shall obtain from MRC the screening information associated with LIDB Data Screening of MRC data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to MRC under the BFR/NBR as set forth in General Terms and Conditions.
- 8.2.4.13 BellSouth shall accept queries to LIDB associated with MRC customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.2.5 Interface Requirements

- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

- 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
- 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 Rates

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

9. Signaling

- 9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.
- 9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.
- 9.3 **Signaling Link Transport**
 - 9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
 - 9.3.2 Technical Requirements
 - 9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
 - 9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

- 9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two CLECs).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 9.3.4.1 An A-link layer shall consist of two links.
 - 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
 - 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
 - 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
 - 9.3.5.4 Interface Requirements
 - 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the MRC designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 **Signaling Transfer Points (STPs)**
 - 9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 9.4.2 Technical Requirements
 - 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a MRC local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between MRC local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a MRC or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a MRC database, then MRC agrees to provide BellSouth with the Destination Point Code for the MRC database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 9.4.2.6.1 MTP Routing Verification Test (MRVT); and

- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a MRC or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by MRC and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 9.4.2.9.1 When technically feasible and upon request by MRC, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the MRC SS7 network to exchange TCAP queries and responses with a MRC SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide MRC SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and MRC SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the MRC SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.4.3 Interface Requirements
- 9.4.3.1 BellSouth shall provide the following STPs options to connect MRC or MRC-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from MRC local switching systems; and,
- 9.4.3.1.2 A B-link interface from MRC local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the

DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting MRC local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and MRC will work jointly to establish mutually acceptable SPOIs.

- 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and MRC will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
 - 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from MRC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the MRC switching system has a legitimate signaling relation.
 - 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from MRC local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the MRC switching system has a legitimate signaling relation.
 - 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from MRC from any signaling point or network interconnected through BellSouth's SS7 network where the MRC SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.5.3 Technical Requirements for SCPs/Databases
- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to MRC in accordance with the following requirements.
- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.5.4 Database Availability
- 9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MRC customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.
- 9.6 **Local Number Portability Database**
- 9.6.1 Definition
- 9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide

access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 SS7 Network Interconnection

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of MRC local Signaling Transfer Point Switches (STP) and MRC local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), MRC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and MRC or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.5 If traffic is routed based on dialed or translated digits between a MRC local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the MRC local STPs and BellSouth or other third-party local switch.

9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes GTT and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a MRC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of MRC local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
 - 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
 - 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect MRC or MRC-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 9.7.13.1.1 A-link interface from MRC local or tandem switching systems; and
 - 9.7.13.1.2 B-link interface from MRC STPs.

- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting MRC local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and MRC will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and MRC will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from MRC local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the MRC switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.
- 9.8 **Rates**
- The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 9.9 **Operational Support Systems (OSS)**
- The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
10. **Operator Call Processing, Inward Operator Services and Directory Assistance Services**
- 10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 **Operator Systems**

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 **Operator Service**

10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.3.2 Requirements

10.3.2.1 When MRC requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to MRC end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing MRC local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to MRC that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by MRC.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to MRC in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of MRC, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.4.2 Requirements

- 10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by MRC's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, MRC may request such requirement pursuant to the BFR/NBR Process as set forth in Attachment 12.

10.4.4 Directory Assistance Service Updates

- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.4.4.1.1 New end user connections: BellSouth will provide service to MRC that is equal to the service it provides to itself and its end users;
 - 10.4.4.1.2 End user disconnections: BellSouth will provide service to MRC that is equal to the service it provides to itself and its end users; and

- 10.4.4.1.3 End user address changes: BellSouth will provide service to MRC that is equal to the service it provides to itself and its end users;
- 10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4.5 Branding for Operator Call Processing and Directory Assistance
- 10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to MRC end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows MRC to have its calls custom branded with MRC's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
- 10.4.5.2 BellSouth offers four service levels of branding to MRC when ordering Directory Assistance and/or Operator Call Processing.
- 10.4.5.2.1 Service Level 1 - BellSouth Branding
- 10.4.5.2.2 Service Level 2 - Unbranded
- 10.4.5.2.3 Service Level 3 - Custom Branding
- 10.4.5.2.4 Service Level 4 - Self Branding (applicable only to MRC for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
- 10.4.6.1 BellSouth Branding is the Default Service Level.
- 10.4.6.2 Unbranding, Custom Branding, and Self Branding require MRC to order selective routing for each originating BellSouth end office identified by MRC. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Custom Branding and Self Branding require MRC to order dedicated trunking from each BellSouth end office identified by MRC, to either the BellSouth Traffic Operator Position System (TOPS) or MRC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by MRC to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.7 For Facilities Based Carriers

10.4.7.1 All Service Levels require MRC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MRC requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.9.5 BellSouth will provide to MRC purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. MRC end users may use the same dialing arrangements as BellSouth end users, but obtain a MRC branded service.

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to MRC end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). MRC agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, MRC agrees not to disclose DADS to others and shall provide due care in providing for the

security and confidentiality of DADS. Further, MRC authorizes the inclusion of MRC Directory Assistance listings in the BellSouth Directory Assistance products.

- 10.5.2 BellSouth shall provide MRC initially with a base file of subscriber listings which reflect all listing change activity occurring since MRC's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by MRC and BellSouth. MRC agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to MRC on a Business, Residence, or combined Business and Residence basis. MRC agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after MRC receives the Base File.
- 10.5.4 BellSouth is authorized to include MRC Directory Assistance Listing Information in its DADS. Any other use by BellSouth of MRC Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to MRC.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 **Direct Access to Directory Assistance Service**
 - 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide MRC's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow MRC to utilize its own switch, operator workstations and optional audio subsystems.
 - 10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
 - 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing

flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer MRC a data link to the ALI/DMS database or permit MRC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to MRC immediately after MRC inputs information into the ALI/DMS database. Alternately, MRC may utilize BellSouth, to enter end user information into the database on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless MRC requests otherwise and shall be updated if MRC requests, provided MRC supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for MRC end users shall meet industry standards.

10.8 Rates

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

10.9 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.2 The Agreement for CNAM with standard pricing is included as Exhibit B to this Attachment. MRC must provide to its account manager a written request with a requested activation date to activate this service. If MRC is interested in requesting CNAM with volume and term pricing, MRC must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide MRC the capability that will allow MRC and other third parties to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to MRC. Scheduling procedures shall provide MRC equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect MRC service logic and data from unauthorized access, execution or other types of compromise.

11.4.3 When MRC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MRC to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and

administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When MRC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. MRC access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When MRC selects SCE/SMS AIN Access, BellSouth shall allow MRC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 **Rates**

The prices that MRC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If MRC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

11.6 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

12. **Basic 911 and E911**

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If MRC orders network elements and other services, then MRC is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to MRC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the

appropriate emergency answering position for each municipality subscribing to 911. MRC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. MRC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, MRC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

- 12.5.2 E911 Service Provisioning. For E911 service, MRC will be required to install a minimum of two dedicated trunks originating from the MRC serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. MRC will be required to provide BellSouth daily updates to the E911 database. MRC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, MRC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. MRC shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on MRC beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to MRC shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and MRC to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of 13.4 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- 13.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and MRC specifically or upon all carriers generally, such as a generic cost proceeding.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of MRC and pursuant to which BellSouth, its LIDB customers and MRC shall have access to such information. MRC understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of MRC, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to MRC's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify MRC of fraud alerts so that MRC may take action it deems appropriate. MRC understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by MRC pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to MRC for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

MRC understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses. MRC further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from

end users. Additionally, MRC understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on MRC's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate MRC's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) MRC agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MRC's end user accounts which are resident in LIDB pursuant to this Agreement. MRC authorizes BellSouth to place such charges on MRC's bill from BellSouth and agrees that it shall pay all such charges. Charges for which MRC hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) MRC shall have the responsibility to render a billing statement to its end users for these charges, but MRC's obligation to pay BellSouth for the charges billed shall be independent of whether MRC is able or not to collect from MRC's end users.
- (d) BellSouth shall not become involved in any disputes between MRC and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MRC. It shall be the responsibility of MRC and the other entity to negotiate and arrange for any appropriate adjustments.

II. FEES FOR SERVICE AND TAXES

- A. MRC will not be charged a fee for storage services provided by BellSouth to MRC, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by MRC in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and

regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. This LIDB Storage Agreement constitutes the entire Agreement between MRC and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and Madison River Communications, LLC ("MRC"), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for MRC's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by MRC, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that MRC creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by MRC.
- C. Special billing number - a ten-digit number that identifies a billing account established by MRC.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by MRC which is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by MRC.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by MRC.

III. RESPONSIBILITIES OF PARTIES

- A. MRC will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by MRC. Under normal operating conditions, BellSouth shall include MRC's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of MRC's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by MRC to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by MRC, and where the last four digits (PIN) are a security code assigned by MRC.
 - 2. Determine whether MRC or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. MRC will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. MRC will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by MRC, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.